

Panaji, 9th July, 2009 (Ashada 18, 1931)

SERIES II No. 15

OFFICIAL GAZETTE



GOVERNMENT OF GOA

GOVERNMENT OF GOA**Department of Agriculture****Directorate of Agriculture****Order**

No. 8/15/2009-10/D.Agr/114

Read: 1. Order No. 2/9/95/AGR/90/125 dated 29-05-2006.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Agriculture Officer, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 4,200/- Grade Pay of the Directorate of Agriculture for a further period of six months as mentioned below against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

Sr. Name and designation of the officer	Date of extension
1	2
1. Shri Kishor Bhawe, Agriculture Officer	29-11-2008 to 28-5-2009.
2. Shri Pradeep Malik, Agriculture Officer	29-11-2008 to 28-5-2009.

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2(3)/92-06/905 dated 22-6-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture and ex officio Joint Secretary.

Tonca-Caranzalem, 23rd June, 2009.

Order

No. 8/15/2008/D.Agr/115

Read: 1) Order No. 2/9/95-AGR/Part/90 dated 29-03-2006.

2) Order No. 8/15/2006/D.Agr/277 dated 04-12-2008.

Government is pleased to grant extension of ad hoc promotion to the following Asstt. Directors of Agriculture, Group 'A' Gazetted in the pay scale of Rs. 9,300-34,800+5,400/- Grade Pay Directorate of Agriculture for a period of six months as mentioned against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2/(3)/92-06/863 dated 16-06-2009.

Sr. Name of the ADA	Date of extension
1	2
1. Shri Larry Barreto	29-03-2009 to 28-09-2009.
2. Shri Datta Kossambe	05-04-2009 to 04-10-2009.
3. Shri Nelson Figueiredo	05-04-2009 to 04-10-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Joint Secretary (ex officio).

Tonca-Caranzalem, 24th June, 2009.

Order

No. 8/15/2008/D.Agr/116

- Read: 1) Order No. 2/9/95-AGR/Part/89 dated 29-03-2006.
2) Order No. 8/15/2008/D.Agr/278 dated 04-12-2008.

Government is pleased to grant extension of ad hoc promotion to the following Dy. Directors of Agriculture, Group 'A' Gazetted in the pay scale of Rs. 15,600-39,100+6,600/- Grade Pay of the Directorate of Agriculture for a period of six months as mentioned against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2/(3)/92-06/863 dated 16-06-2009.

Sr. No.	Name of the DDA	Date of extension
1	2	3
1	Shri Girish Kamat	5-04-2009 to 4-10-2009.
3	Shri Vinod Deshmukh	5-04-2009 to 4-10-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Joint Secretary (ex officio).

Tonca-Caranzalem, 24th June, 2009.

Order

No. 8/15/2008/D.Agr/117

- Read: 1) Order No. 2/9/95-AGR/Part/670 dated 05-10-2005.
2) Order No. 8/15/2006/D.Agr/276 dated 04-12-2008.

Government is pleased to grant extension of ad hoc promotion to the following Agricultural Officers, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+4,200/- Grade Pay of the Directorate of Agriculture for a period of six months as mentioned against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2/(3)/92-06/863 dated 16-06-2009.

Sr. No.	Name of the AO	Date of extension
1	2	3
1	Shri Anant Hoble	05-04-2009 to 04-10-2009.
2	Shri Nitin Bakhale	05-04-2009 to 04-10-2009.
3	Shri Shrikant Mone	05-04-2009 to 04-10-2009.
4	Shri Girish Kenkre	05-04-2009 to 04-10-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & Joint Secretary (ex officio).

Tonca-Caranzalem, 24th June, 2009.

Order

No. 8/60/2009-10/D.Agr/118

- Read: 1. Order No. 8/60/2007-08/D.Agr/261 dated 5-11-2007.
2. Order No. 8/60/2007-08/D.Agr/262 dated 5-11-2007.

Approval of the Government is hereby conveyed for continuation of ad hoc promotion to the following Assistant Director of Agriculture, Group 'A' Gazetted and Agriculture Officer, Group 'B' Gazetted in the pay scale of Rs. 9,300-34,800+Rs. 5,400/- Grade Pay and Rs. 9,300-34,800+Rs. 4,200/- of the Directorate of Agriculture for a further period of six months as mentioned below against their names or till the post is filled on regular basis whichever is earlier on the same terms and conditions as indicated in the above stated Order.

Sr. No.	Name and designation of the officer	Date of extension
1	2	3
1	Shri Madhav Kelkar, Assistant Director of Agriculture	5-05-2009 to 04-11-2009.
2	Shri Nevil Afonso, Assistant Director of Agriculture	5-05-2009 to 04-11-2009.
3	Shri Dattaprasad Dessai, Agriculture Officer	5-05-2009 to 04-11-2009.
4	Shri Anil A. de Noronha, Agriculture Officer	5-05-2009 to 04-11-2009.

1	2	3
5	Shri Shivram B. Naik	5-05-2009 to 04-11-2009.
	Gaonkar,	
	Agriculture Officer	

This is issued with due concurrence of the Goa Public Service Commission vide their letter No. COM/II/11/2(3)/92-06(Part file)/895 dated 19-6-2009.

By order and in the name of the Governor of Goa.

S. S. P. Tendulkar, Director of Agriculture & ex officio Joint Secretary.

Tonca-Caranzalem, 24th June, 2009.

Notification

No. 3/5/PP/M&F/56/09-10/D.Agr/171

In pursuance of sub-clause (5) of Clause 38 of the Fertilizer (Control) Order, 1985, Government is pleased to constitute the State Fertilizer Committee consisting of the following members:

- 1) Director of Agriculture, ... Chairman.
Directorate of Agriculture,
Krishi Bhawan, Tonca-
-Caranzalem-Goa
- 2) Director of I.C.A.R. ... Member.
Complex for Goa, Old-Goa
- 3) Chief Manager Marketing ... Member.
Zuari Industries Limited,
Zuarinagar-Goa
- 4) Dr. S. R. Ranade, ... Member.
M/s. Ranadey Micronu-
trient Private Ltd.,
Shrikrishna, Krishna Keval
Nagar, I-A, Kondhwa Khurd,
Pune 411048
- 5) Shri Hemant Sharma, ... Member.
Director Karapur Agro Pvt.
Ltd., Miramar, Panaji-Goa.

The scope and terms and committee will be—

1. The Committee will advise the State Government regarding grade/formulation of mixture of fertilizer, micronutrients, customized fertilizer.

2. The Committee will meet as and when required for the purpose.

S. S. P. Tendulkar, Director of Agriculture & ex officio Joint Secretary.

Tonca-Caranzalem, 25th June, 2009.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 48-8-2001/TS/RCS/III/948

Read: Letter dated 2-4-2009 & 18-6-2009 from Advocate Suhas K. Kundaikar.

In exercise of powers conferred on me under sub-section (1) of Section 83 of the Goa Co-operative Societies (Amendment) Act, 2009 and Goa Co-operative Societies Rules, 2003, I, P. K. Patidar, Registrar of Co-operative Societies, Goa, pleased to appoint Shri Suhas K. Kundaikar, Advocate, as Registrar's Nominee for deciding the disputes arising in any of the Co-operative Societies referred to him by the Registrar of Co-operative Societies, Panaji or Asstt. Registrar of Co-operative Societies, Central Zone, Panaji, Dairy Zone, Ponda, South Zone, Margao, North Zone, Mapusa, Election Cell-North Goa District, Panaji, Election Cell-South Goa District, Margao, as the case may be for the period from 1-7-2009 to 31-03-2010.

P. K. Patidar, Registrar of Co-op. Societies.

Panaji, 30th June, 2009.

Office of the Asstt. Registrar of Co-operative Societies

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Field View Apartments Co-operative Housing Society Ltd., Marra, Pilarne, Bardez-Goa has been registered under code symbol No. HSG-(b)-304/NZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies, (North Zone).

Mapusa, 8th May, 2009.

Certificate of Registration

Field View Apartments Co-operative Housing Society Ltd., Marra, Pilarne, Bardez-Goa has been registered on 8-05-2009 and it bears registration code symbol No. HSG-(b)-304/NZ/Goa. It is classified as 'Housing Society' in terms of Rule

8(1)(7) and sub-classified as 'Co-partnership Housing Society' under sub-rule 7(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies, (North Zone).

Mapusa, 8th May, 2009.

Notification

In exercise of the powers vested in me under Section 8(1) of the Goa Co-op. Societies Act, 2001, Axle Residency Co-operative Housing Society Ltd., Alto-Torda, Alto-Parvorim, Bardez-Goa has been registered under code symbol No. HSG-(b)-303/NZ/Goa.

V. B. Devidas, Asstt. Registrar of Co-op. Societies, (North Zone).

Mapusa, 8th May, 2009.

Certificate of Registration

Axle Residency Co-operative Housing Society Ltd., Alto-Torda, Alto-Parvorim, Bardez-Goa has been registered on 8-05-2009 and it bears registration code symbol No. HSG-(b)-303/NZ/Goa. It is classified as 'Housing Society' in terms of Rule 8(1)(7) and sub-classified as 'Co-partnership Housing Society' under sub-rule 7(b) of Rule 8(1) of the Goa Co-operative Societies Rules, 2003.

V. B. Devidas, Asstt. Registrar of Co-op. Societies, (North Zone).

Mapusa, 8th May, 2009.

Order

No. 18-59-87/ARSZ/HSG/548

Read: (1) Order No. 18-59-87/ARSZ/HSG/172 dated 16th April, 2009, terminating the Liquidation proceeding of the Indraprastha Co-op. Housing Society Ltd., Vasco-da-Gama, Goa.

(2) Minutes of the final General Body Meeting of the Indraprastha Co-op. Housing Society Ltd., Vasco-Goa.

In exercise of powers vested in me under Section 19 of the Goa Co-op. Societies Act, 2001, I, Shri P. M. Naik, Asstt. Registrar of Co-op. Societies, South-Zone, Margao-Goa in furtherance to above referred order dated 16th April, 2009 and compliance report to that effect received from the

Liquidator, Shri M. Y. Naik, hereby cancel the registration of the Indraprastha Co-op. Housing Society Ltd., Vasco-da-Gama, Goa, as a corporate body.

Sd/-, Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 3rd June, 2009.

Notification

No. 5-1224-2009/ARSZ/HSG

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "the Dream Acres Co-operative Housing Society Limited," Dongrim, Navelim, Salcete-Goa is registered under code symbol No. HSG-(b)-722/South-Goa/2009.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 15th May, 2009.

Certificate of Registration

"The Dream Acres Co-operative Housing Society Limited," Dongrim, Navelim, Salcete-Goa has been registered on 15-5-2009 and it bears registration code symbol No. HSG-(b)-722/South Goa/2009 and it is classified as "Housing Society" under sub-classification No. 7-(b)-Co-partnership Housing Society in terms of Rule 8 of Goa Co-operative Societies Rules, 2003.

Sd/- (P. M. Naik), Asstt. Registrar of Co-op. Societies (South Zone).

Margao, 15th May, 2009.

Department of Education, Art & Culture

Directorate of Education

Order

No. 14/13/98-EDN/Part-I/180

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/15(1)/93/13 dated 14-01-2009, Government is pleased to promote on temporary basis the following Assistant Directors of Education to the post of Deputy Director of Education in the Directorate of Education in the pay scale of Rs. 10,000-325-15,200 (pre-revised) with immediate effect.

- 1 Dr. (Shri) K. K. Nalkarni.
- 2 Shri Y. P. Dhore

They shall be on probation for a period of two years.

Consequent upon the above promotion the following transfer and posting of the said Deputy Directors of Education are effected as below:

Sr. No.	Name, designation of the officer and present posting	Place of posting
1	Dr. (Shri) K. K. Nalkarni, Assistant Director of Education, Sarva Shiksha Abhiyan, Porvorim	Deputy Director of Education, Sarva Shiksha Abhiyan, Porvorim.
2	Shri Y. P. Dhore, Assistant Director of Education, North Educational Zone, Mapusa	Principal, D.I.E.T, Porvorim.

Dr. (Shri) K. K. Nalkarni, Sr. No. 1 shall hold the additional charge of the post of Deputy Director of Education, North Educational Zone, Mapusa in addition to his own duties until further orders. He shall draw his salary against this post of Deputy Director of Education, North Educational Zone, Mapusa.

Shri G. P. Bhat, Deputy Director of Education is hereby relieved of the additional charge of the post of Principal, DIET.

By order and in the name of the Governor of Goa.

Dr. *Celsa Pinto*, ex officio & Joint Secretary (School Education).

Panaji, 18th June, 2009.

Order

No. 1-(2)-6-2002/SE/200

Read: Order No. 1-(2)-(6)-2002/SE/167 dated 04-06-2009.

Sanction of Government is hereby conveyed to grant extension in service to Smt. Susan Vaz, Headmistress, Government High School, Juna Bazar, Ponda, under Directorate of Education for the period of one year w.e.f. 1-08-2009 to 31-07-2010 beyond the date of her superannuation.

Smt. Susan Vaz, Headmistress shall draw her emoluments as per Rules.

As per Rule 88(2) of the School Education Rules, 1986, Smt. Susan Vaz is a State Awardee for teacher

for the year 2007 in the category of secondary teacher.

The extension in service is subject to termination without assigning any reason at any time during the period of extension.

This issues in supersession of this office earlier order of even number dated 04-06-2009 cited above.

By order and in the name of the Governor of Goa.

Dr. *Celsa Pinto*, ex officio Joint Secretary (School Education).

Panaji, 30th June, 2009.

Directorate of Technical Education Polytechnic Section

Order

No. 17/3/10/2008/DTE/789

Approval of the Government is hereby conveyed to Shri Rajendra G. Hegde appointed to the post of Head of Department (Civil Engineering), Government Polytechnic, Panaji vide order No. 17/3/10/2008/DTE/611 dated 10-06-2009 to retain his lien on the post of Lecturer in Civil Engineering, Government Polytechnic, Panaji for a period of 2 years with effect from the date of joining.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Additional Secretary.

Panaji, 29th June, 2009.

Order

No. 17/3/71/2009/DTE/806

Read: Memorandum No. 17/2/18/2008/DTE/487 dated 29-05-2009.

On the recommendations of the Goa Public Service Commission vide their letter No. COM/I/5/34(14)/2008/68 dated 9th March, 2009, Government approval is hereby conveyed for the appointment of Smt. Komala Soares on temporary basis to the post of Lecturer in Electronics Engineering (Group 'A' Gazetted) in the Government Polytechnic, Panaji on an initial pay of Rs. 8,000/- in the pay scale of Rs. 8,000-275-13,500 with effect from the date of joining the post, as per the terms and conditions contained in the Memorandum cited above.

Smt. Komala Soares will be on probation for a period of two years.

She has been declared fit by Medical Authorities vide Certificate No. 4/106/84-H/GMC/56 dated 19-06-2009.

The appointment is subject to verification of character and antecedents.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director of Technical Education & ex officio Additional Secretary.

Porvorim, 30th June, 2009.



Department of Finance

Revenue & Control Division

Directorate of Accounts

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Order

No. DA/Admn/45-2/2009-10/TR-962/27

Government is pleased to extend the ad hoc promotion of the following Dy. Director of Accounts under Common Accounts Cadre for a further period of 3 months from the dates indicated against their names or till the dates the posts are filled on regular basis, whichever is earlier:-

1. Shri M. R. S. 26-06-2009 to 25-09-2009.
Nadkarni
2. Shri Ramesh J. 26-06-2009 to 25-09-2009.
Pai

By order and in the name of the Governor of Goa.

Shripad G. Naik, Joint Secretary.

Panaji, 29th June, 2009.



Department of Home

Home—General Division

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Order

No. 13/3/84-HD(G)/Vol.II

In exercise of the powers conferred by sub-section (3) of Section 3 of the National Security Act, 1980 (Central Act 45 of 1980), the Government of Goa, being satisfied having regard to the

circumstances likely to prevail in any area within the local limits of the jurisdiction of the District Magistrate, North Goa, Panaji and District Magistrate, South Goa, Margao, that it is necessary so to do, hereby directs that the said District Magistrates may also, if satisfied as provided in sub-section (2) of Section 3 of the said Act, exercise the powers conferred by the said section within the local limits of their jurisdiction for a period of three months from 03-07-2009.

By order and in the name of the Governor of Goa.

Siddhivinayak Surendra Naik, Under Secretary (Home).

Porvorim, 6th July, 2009.

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Office of the District Magistrate

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Order

No. 37/75/2009/MAG/4676

In order to formulate the Central Scheme for Assistance to Victims of Terrorist and Communal Violence, guidelines have been forwarded to this Office upon which the procedure to be followed at the District Level has been mentioned. As per the Point No. 6, it is stipulated that a District Level Committee under the Chairmanship of the District Magistrate having the following Members and an Office and who shall be nominated by the State Government has to be constituted. Hence, the following Members are nominated.

- 1) District Magistrate, ... Chairman.
South Goa, Margao
- 2) Superintendent of Police, ... Member.
South, Margao
- 3) Medical Superintendent, ... Member.
Hospicio Hospital, Margao
- 4) Director of Social Welfare, ... Member.
Panaji-Goa, 18th June Road,
Panaji-Goa
- 5) Director of Women and ... Member.
Child Development, Panaji,
Shanta Building, 1st Floor,
Panaji-Goa

G. P. Naik, District Magistrate.

Margao, 23rd June, 2009.

Department of Industries

Order

No. 3/18/91-IND(Part)

Read: 1. No. 3/18/91-IND(Part) dated 09-03-2007.

2. No. 3/18/91-IND(Part) dated 03-09-2007.

3. No. 3/18/91-IND(Part) dated 03-04-2008.

4. No. 3/18/91-IND(Part) dated 14-10-2008.

Government is pleased to extend the term of ad hoc promotion of Shri Prakash Narayan Korgaonkar, Functional Manager (Group 'B' Gazetted) in the Directorate of Industries, Trade, and Commerce, Panaji for the interim period w.e.f. 11-03-2009 to 27-05-2009.

This issues with the concurrence of Goa Public Service Commission, Panaji vide their letter No. COM/II/11/65(2)/2008/865 dated 16-06-2009.

By order and in the name of the Governor of Goa.

N. S. Dharwadkar, Under Secretary (Industries).

Porvorim, 26th June, 2009.

Order

No. 11/3/2007-IND (Part File)

Read: Order No. 11/3/2007-IND (Part File) dated 31-12-2008.

The Governor of Goa is pleased to extend the appointment of Shri A. V. Palekar, Ex-Managing Director of Goa Industrial Development Corporation as Managing Director of Goa Industrial Development Corporation on contract basis for further period of six (6) months i.e. w.e.f. 01-07-2009 to 31-12-2009.

Shri Palekar shall be paid salary and other allowances as per Goa Industrial Development Corporation Rules, 1965.

By order and in the name of the Governor of Goa.

N. S. Dharwadkar, Under Secretary (Industries).

Porvorim, 30th June, 2009.

Department of Information and Publicity

Order

No. DI/INF/Sch-Song-Drama/08/1449

Government is pleased to constitute a Committee comprising of the following members under the Plan Scheme "Songs and Drama Services"

- | | |
|---|---------------|
| 1) Secretary (Information & Publicity) | ... Chairman. |
| 2) Director, Information & Publicity | ... Member. |
| 3) Shri Tomazinho Cardozo (eminent tiatr personality) | ... Member. |
| 4) Shri Pundalik Naik, (eminent writer) | ... Member. |

The Committee will be entrusted with the work of scrutinizing the applications received from individuals/private organizations and to recommend the Government the quantum of financial assistance to be sanctioned to such individuals/private organizations as per provision under the scheme.

The non-Official members will be entitled for TA/DA as per rule.

By order and in the name of the Governor of Goa.

Menino Peres, Director, Information & Publicity & ex officio Joint Secretary.

Panaji, 30th June, 2009.

Department of Labour

Order

No. 22/31/2006-Lab-I

In supersession of the Order No. 21/6/89-Lab/Part-II/97/1806 dated 11-4-1997, Government of Goa hereby re-constitutes a separate Cell in the Office of the Commissioner of Labour and Employment, Panaji-Goa for effective compliance and implementation of the provisions of the Child Labour (Prohibition & Regulation) Act, 1988 (Central Act, 1986) and also to carry out the

directions of the Hon'ble Supreme Court. The Cell shall consists of the following:

- 1 Shri Vaman Pai ... Labour Welfare Officer, Panaji.
- 2 Shri Milind Govekar ... Labour Inspector, Panaji.
- 3 Shri Rony Pereira ... Labour Inspector, Panaji.
- 4 Smt. Manjusha ... Jr. Stenographer, Shirodkar Panaji.

Shri Vaman Pai Bhatikar, Labour Welfare Officer, Office of the Commissioner of Labour and Employment, Panaji in addition to his own duties shall function as In-charge of the newly re-constituted Cell and shall look after all the work under the Child Labour and shall submit the monthly compliance report thereon to the Commissioner of Labour and Employment, Panaji-Goa without fail.

By order and in the name of the Governor of Goa.

N. S. Dharwadkar, Under Secretary (Labour).

Porvorim, 26th June, 2009.

Order

No. 22/1/2008-Lab

Read: Order No. 22/1/2008-Lab dated 26-09-2008.

Government of Goa is pleased to extend the ad hoc appointment of Shri Arvind G. Shirodkar, Employment Officer (Group 'B' Gazetted) in the pay scale of Rs. 6,500-200-10,500 revised Pay Band 2- Rs. 9,300-34,800 with Grade Pay of Rs. 4,200/- in the office of the Commissioner of Labour and Employment, Panaji-Goa for a further period of six months w.e.f. 26-03-2009 to 25-09-2009 or till the post is filled on regular basis whichever is earlier for smooth functioning of the Department.

By order and in the name of the Governor of Goa.

N. S. Dharwadkar, Under Secretary (Labour).

Panaji, 30th June, 2009.

Notification

No. 28/1/2009-LAB/436

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 24-03-2009 in reference No. IT/93/07 is hereby published as required by Section 17 of the

Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 27th April, 2009.

IN THE LABOUR COURT-II GOVERNMENT OF GOA AT PANAJI

(Before Shri Suresh N. Narulkar, Hon'ble Presiding Officer)

Case No. Ref. IT/93/07

Shri Arthur Fernandes, ... Workman/Party I
House No. 103,
Near Kadamba Road,
Chinchwada,
Chimbel-Goa.
Rep. by Cidade de Goa Hotel
Employees Union,
Dona Paula-Goa.

V/s

- 1 M/s. Cidade de Goa, ... Employer/Party II
Vanguinim Beach,
Dona Paula-Goa.
- 2 M/s. Fomento Resorts Pvt. Ltd.,
Vanguinim Beach,
Dona Paula-Goa.

Party I/Workman is represented by Shri P. Gaonkar.

Party II/Employer is represented by Adv. G. B. Kanat.

Panaji, dated: 24-03-2009.

A WARD

In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa by Order dated 4th September, 2006 bearing No. 28/15/2006-LAB/585 referred the following dispute for adjudication by this Labour Court-II

SCHEDULE

- "(1) Whether the action of the Management of M/s. Cidade de Goa, unit of M/s. Fomento Resorts & Hotels Limited, Dona Paula, Goa in terminating the services of their workman, Shri Arthur Fernandes, Tailor, with effect from 17-03-2005, is legal and justified?

(2) If not, to what relief, the workman is entitled?"

2. On receipt of the reference, a case was registered under No. IT/93/07 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Party I (for short 'workman') represented herein by the Union, filed its statement of claim. The facts of the case in brief as pleaded by the workman are that the Party II (for short 'employer') is a Hotel Industry. He stated that he was initially employed as a Tailor by Party II(1) a unit of Party II(2) in their hotel Cidade de Goa since more than 17 years. He stated that he was a confirmed workman working as a Tailor with the Party II(1) since the time of his joining. He stated that the work was assigned to him by his superiors and as per the instructions he was doing the work. He stated that he was continuously working with the Party II(1) without any break in service. He stated that vide letter dated 16-03-2005 his services were terminated and he was not allowed to resume the duty with effect from 17-03-2005 and that he was offered the wages upto 21-03-2007. He stated that his Letter of Appointment was signed by the Managing Director of the Party II(1) and the Letter of Termination was signed by the Personnel Manager of the Party II(1) and hence the Order of Termination is illegal and ought to be set aside as the appointing authority did not sign the said Order of Termination. He stated that he raised the dispute before the Assistant Labour Commissioner, Panaji-Goa. He stated that on receipt of the said letter, Assistant Labour Commissioner, Panaji, called both the parties on several occasions, but the employer refused to attend the conciliation proceedings and hence the proceedings ended in *ex parte* failure. He stated that before his termination, the employer had not prepared any seniority list and junior workers are still working with the employer. He stated that after his termination, new workers are employed by the employer to carry out the work of tailoring and other work is being carried out through contract. He stated that at the time of his termination, the matter in respect of bonus is pending before the Industrial Tribunal and therefore any termination without the approval of the Hon'ble Tribunal is illegal, unjustified and bad in law and therefore the workman is entitled for full back wages upto the date of his death. He stated that before his termination, provisions of Industrial Disputes Act, 1947, were not followed and hence his termination is illegal and bad in law. He stated that the employer is employing more than 500 workers on an average per day and

hence the Chapter V-B of the Industrial Disputes Act, 1947, is applicable to the employer. He stated that before his termination, the employer has not obtained the permission of the appropriate Government in accordance with Chapter V-B of the Industrial Disputes Act, 1947. He stated that the employer has violated Section 33 of the Industrial Disputes Act, 1947, as the matter of Payment of Bonus is pending before this Hon'ble Tribunal and therefore any termination without approval of the Hon'ble Tribunal is illegal, unjustified and bad in law. He therefore submitted that his termination is illegal, unjustified and bad in law and he is entitled for reinstatement with full back wages and continuity in service. He stated that before his termination, no enquiry was conducted and hence his termination violated the principles of natural justice. He stated that since his termination, he is unemployed and could not succeed in getting any regular employment, hence he is entitled to full back wages.

3. The employer filed a written statement at Exhibit-5 denying that the termination of services of the workman was illegal and unjustified. The facts of the case in brief as pleaded by the employer are that the employer is a Company incorporated under the Companies Act, 1956 on 13-10-1981 and owns a Hotel establishment known as "Cidade de Goa" a beach resort situated at Vaguinim beach, Dona Paula-Goa. That, the employer is a star luxury hotel, employing large number of employees and consisting of various departments, headed by respective Head of the Department. The employer stated that the deceased workman was inducted in the employment of the Company in the said Uniform Room in the House-keeping Department as a Tailor w.e.f. 01-08-1989 and was confirmed in the said post w.e.f. 01-02-1990. The employer stated that in the Uniform Room in the House-keeping Department another person by name, Shri Arjun Asolkar is working as a Tailor who is in the employment of the Company w.e.f. 15-11-1982 and as such he is/was senior to the deceased workman. The employer stated that on overall assessment of work-force in the year 2005 in the Uniform Room in the House-keeping Department where the deceased workman was working, services of one employee in the category of Tailor were found to be surplus and therefore the Company for the purpose of economy and convenience decided to terminate the services of one employee in the said category. The employer stated that in accordance with the said decision, the Company displayed on the Notice Board a

Seniority List dated 13-12-2004 as required under Rule 77 of the Industrial Disputes (Central) Rules, 1957, before giving effect to the decision as aforesaid. The employer stated that no complaint/grievances of what-so-ever nature were received by the Company about the Seniority List displayed as aforesaid. The employer stated that thereafter the Company under their Order dated 16-03-2005 terminated the services of the deceased workman by way of retrenchment w.e.f. 21-03-2005. The employer stated that the said Order of Termination was sent by the Company to the deceased workman by registered post A/D alongwith a crossed cheque under No. 026491 dated 16-03-2005 drawn on the United Western Bank Ltd. Panaji, for Rs. 1,81,515.80/- (Rupees One lakh eighty one thousand five hundred fifteen and paise eighty only) towards his final settlement dues consisting of Notice pay, retrenchment compensation, wages from 01-03-2005 till 21-03-2005, gratuity and unpaid leave salary which said letter along with the cheque as aforesaid was duly received by the workman. The employer stated that the Company also addressed a notice dated 21-03-2005 under Rule 76 of the Industrial Disputes (Central) Rules, 1957, to the Secretary, Government of Goa informing its decision to terminate services of the one workman w.e.f. 21-03-2005, even though the same was not a pre-condition for effecting the termination of services of the deceased workman and a copy of the said notice was also submitted to the office of the Labour Commissioner, Government of Goa. The employer stated that though the services of the workman were terminated w.e.f. 21-03-2005 and the deceased workman was paid his wages till 21-03-2005, the question of allowing the deceased workman to resume the duties on 17-03-2005 did not arise. The employer stated that the Personnel Manager of the Company who had signed the Order of Termination was authorized/competent to sign the said Order of Termination as per the Service Rules (House Rules) of the Company in force and as applicable to the workman. The employer stated that the authority in favour of the Personnel Manager of the Company in this regard has/had been displayed on the Notice Board at all times. The employer denied that no Seniority List was prepared and/or displayed and/or that junior workers are working with the Company. The employer also denied that the Company has employed new workers after termination of services of the workman to carry out the work of tailoring and/or the said work is given on contract. The Company denied each and every allegations made by the workman in its claim statement.

4. Thereafter, the workman filed his rejoinder denying the allegations, statements, submissions made by the employer in their written statement and confirming the statements and contents made by him in his claim statement.

Based on the pleadings of the parties, issues were framed on 04-04-2008 as under:

1. Whether the Party I proves that the termination of the services of the workman, Arthur Fernandes was illegal, unjustified and bad in law?
2. Whether the Party II proves that Arthur Fernandes was retrenched for being surplus?
3. What relief? what order?

My answers to the issues framed are as under for the reasons given below:

Issue No. 1: Not proved.

Issue No. 2: Proved.

Issue No. 3: Not entitled to any relief.

Issue Nos. 1 & 2: Shri P. Gaonkar representing the workman while arguing the case submitted that the deceased workman, Shri Arthur Fernandes was a permanent employee working for the employer for more than 17 years as a Tailor and his services were terminated by the employer w.e.f. 17-03-2005. He submitted that the deceased workman had gone to resume on his duties on 17-03-2005, however he was not allowed to join his duties on 17-03-2005 and hence the termination should be counted from the date of refusal of work i.e. from 17-03-2005. He submitted that the employer at the time of termination of the deceased workman i.e. on 17-03-2005 has failed to comply with the mandatory provisions of Section 25-F of Industrial Disputes Act, 1947 and hence the termination of the deceased workman is illegal and bad in law. He submitted that the employer was bound to maintain the Seniority List of the deceased workman in the category of Tailor/Senior Resort Attendant as per his Appointment Letter on record at Exhibit-EW2/8 as per Rule 77 of the Industrial Disputes (Central) Rules, 1957, however the employer failed to do so and hence the termination is bad in law. He submitted that the employer has committed unfair labour practice as can be seen from the deposition of the employer's witness, Smt. Maura Almeida stating that the work of tailoring is given on contract basis. Hence the alleged retrenchment of the deceased workman is not bonafide as well as genuine. He submitted that

at the time of termination of the deceased workman the matter in respect of bonus was pending before the Industrial Tribunal and the employer has not obtained any approval nor filed any application for approval as on 17-03-2005 nor offered one month's full wages, thereby violating Section 33 of the Industrial Disputes Act, 1947. He submitted that the employer has alleged that the termination of services of the deceased workman being surplus within the meaning of "retrenchment" as defined under Section 2 (oo) of the Industrial Disputes Act, in the category of tailor, but that the employer has failed to justify the said reason since the evidence on record clearly shows that the employer has been carrying out the work of tailoring on contract basis which amounts to implementation of unfair labour practice as per the Vth Schedule of the Industrial Disputes Act. He submitted that the employer also failed to comply the mandatory relevant provisions i.e. Section 25-F of the Industrial Disputes Act, 1947, since at the time of termination on 17-03-2005 the workman was not offered his legal dues i.e. one month's notice in lieu of pay and other legal dues and hence the said retrenchment is illegal and bad in law. He submitted that the retrenchment under the garb of modernization attracts clause 10 of Schedule IV of Industrial Disputes Act, 1947. He submitted that the employer has failed to issue any notice to the Government and hence the termination is illegal and bad in law.

As against the case of the workman the Id. Adv., Shri G. B. Kamat representing the employer submitted that it is an admitted fact that the workman, Shri Arthur Fernandes expired on 01-02-2007 pending the aforesaid reference. He was a member of the Union and had authorized the Union to prosecute the employer and upon his death the said authority to prosecute the present reference automatically came to an end. He further submitted that the IR's of the deceased workman, Shri Arthur Fernandes have not authorized the Union to prosecute and hence the reference is bad in law. He further submitted that though an application dated 18-07-2008 was filed on behalf of Party I for bringing on record the legal heirs of the deceased workman, they were not brought on record and cause title was not amended. The Id. Adv., Shri Kamat further submitted that the deceased workman was employed in the Uniform Room in the House-keeping Department of the Party II as a Tailor with effect from 01-08-1989 and was confirmed in the said post w.e.f. 01-02-1990. He submitted that in the Uniform Room in the

House-keeping Department another person by name Shri Arjun Asolkar is working as a tailor w.e.f. 15-11-1982 and as such he is senior to the deceased workman. He further submitted that the services of the workman were terminated w.e.f. 21-03-2005 under Order dated 16-03-2005 (Exhibit W/2) being found to be surplus during the overall assessment of work-force in the Uniform Room of the House-keeping Department in the year 2005. He further submitted that the Party II at the time of retrenchment of the services of the workman has complied with the Section 25-F and Section 25-G of the Industrial Disputes Act, 1947. He further submitted that the Party II has also prepared a Seniority List which is on record at Exhibit E/2 prepared under Rule 77 of the Industrial Disputes (Central) Rules, 1957. He therefore submitted that the termination of the services of workman amounts to retrenchment within the meaning of Section 2 (oo) of the Industrial Disputes Act, 1947, after following the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947, hence the termination of the services of the workman is perfectly legal and justified. He submitted that the Union had challenged the termination of services of the workman on the ground that though the Letter of Appointment of workman was signed by the Managing Director, however the Letter of Termination of the workman was signed by the Personnel Manager of Party II and as such the Order of Termination is illegal. He stated that the Party II has produced on record an Appointment Letter dated 01-08-1989 of the workman at Exhibit-EW2/8 which has been duly signed by the Personnel Manager of the Party II, hence there is no substance in the stand taken by the Union that though his Appointment Letter was signed by the Managing Director, Letter of Termination was signed by the Personnel Manager of the Party II. He submitted that the Union has also challenged the Termination Order of the workman by alleging that after termination of his services, the Party II employed new workers to carry out the work of tailoring, however the Union could not produce any cogent evidence to substantiate their aforesaid statement. He submitted that the Union has also challenged the Termination Order of the workman by stating that before terminating the services of the workman, the Party II did not obtain permission of the appropriate government in accordance with Chapter V-B of the Industrial Disputes Act, 1947 and that before terminating the services of the workman, Party II did not seek an approval, thereby violating the provisions of Section 33 of the Industrial Disputes Act, 1947. He stated that since

the Party II is a starred hotel, Chapter V-B of the Industrial Disputes Act, 1947, is not applicable as hotel industry is excluded from the definition of "Industrial Establishment" as defined under Section 25-L of the Industrial Disputes Act, 1947. He further submitted that as regards the allegation of violation of Section 33 of the Industrial Disputes Act, 1947, the services of the workman were terminated for being surplus in the Uniform Section of the House-keeping Department of the Party II. It thus amounted to retrenchment within the meaning of Section 2 (oo) of the Industrial Disputes Act and not on account of misconduct of the workman and hence violation of Section 33 does not arise at all. In support of his oral contentions he relied upon decisions of the various High Courts and the Supreme Court of India.

I have carefully gone through the records of the case. I have also considered various legal submissions made by the Id. Representatives appearing for the respective parties. Also carefully perused the various decisions relied upon by the respective parties. Admittedly the workman was appointed in the Uniform Room in the House-keeping Department of the Party II as Tailor w.e.f. 01-08-1989 and was confirmed in the said post w.e.f. 1-2-1990. It is contended by the workman that he was not allowed to resume on duty w.e.f. 17-03-2005. The employer has produced on record their letter dated 05-05-2005 (Exhibit-EW2/6) addressed to the President, Cidade de Goa Hotel Employees Union, Dona Paula, wherein the employer has admitted that the instructions were given not to allow him to report on duty" and he was offered the wages upto 21-03-2007 vide Termination Letter dated 16-03-2005. The Id. Adv, Shri G. B. Kamat representing the employer at the outset challenged the authority of the Union to represent in the present reference and submitted that the workman, Shri Arthur Fernandes expired on 01-02-2007 & after the death of the said workman, the Union has no authority to represent the LRs of the deceased workman in absence of any specific authorization. He further submitted that though an application dated 18-07-2008 was filed on behalf of Party I for bringing on record & cause title was never amended & as such the reference was prosecuted in respect of dead person without bringing on record the legal heirs of the said deceased workman & without any authority from the legal heirs which was impermissible and any award passed would be nullity in the eyes of law. It is therefore necessary to examine the relevant provisions of Industrial law.

Sec. 10(8) of the Industrial Disputes Act, 1947, reads as under :-

Sec. 10(8) "No proceedings pending before a Labour Court & Tribunal or National Tribunal in relation to an Industrial Dispute shall lapse merely by reason of the death of any of the parties to the dispute being a workman & as such Labour Court, Tribunal & National Tribunal shall complete such proceedings & submit its award to the appropriate Government." Thus the aforesaid provision of Sec. 10(8) of the Industrial Disputes Act clearly stated that an Industrial Dispute pending before a Labour Court, Tribunal or National Tribunal shall not lapse, merely by reason of the death of any of the parties to the dispute being a workman & the Court shall complete its proceedings & submit the awards to the appropriate Government. In other words, an Industrial Dispute pending before the Industrial court will not abate by reason of death of the workman. In view of the aforesaid legal position, I do not find any merits in the aforesaid submission made by the Id. Adv., Shri G. B. Kamat for the employer and hence his objection is overruled.

The Id. Advocate, Shri G. B. Kamat representing the employer also submitted that the workman, Shri Arthur Fernandes had received his final settlement dues amounting to Rs. 1,81,515.80 by cross cheque No. 026491 dated 16-03-2005 drawn on the United Western Bank Ltd, Panaji and having accepted his final settlement dues unconditionally, the workman has no right to challenge his termination order dated 16-03-2005 (Exb. W/2). The Id. Representative, Shri P. Gaonkar representing the workman submitted that it is true that the workman has accepted his final settlement dues to sustain himself and his family. He submitted that the aforesaid act of receiving his final settlement dues by the workman does not debar or preclude him to challenge his order of termination issued by the Party II. In support of his submission, he relied upon a decision of the apex court in the case of Nar Singh Pal v/s Union of India and others reported in 2000 ILR 577 wherein the Hon'ble Supreme Court has held as under:

"The Tribunal as also the High Court, both appear to have been moved by the fact that the applicant had encashed the cheque through which retrenchment compensation was paid to him. They intended to say that once retrenchment compensation was accepted by the appellant, the chapter stands closed and is no longer open to the appellant to challenge his retrenchment. This, we

are constrained to observe, was wholly erroneous and was not the correct approach. The appellant was a casual labour had attended the 'temporary' status after having put in ten years of service. Like any other employee, he had to sustain himself, or, may be, his family members on the wages he got. On the termination of his services, there was no hope left for payment of salary in future. The retrenchment compensation paid to him, which was only a meager amount of Rs. 6,350/- was utilized by him to sustain himself. This does not mean that he had surrendered all his constitutional rights in favour of the respondents. Fundamental Rights under the Constitution cannot be bartered away. They cannot be compromised nor can there be any estoppels against the exercise of the Fundamental Rights available under the Constitution....."

Thus, the law laid down by the Apex Court is squarely applicable in the present case. In the present case the workman had encashed the cheque by which the retrenchment compensation and his final settlement dues were paid to him and that does not mean that he had surrendered all his constitutional rights in favour of the employer. Hence, I am in agreement with the aforesaid submission made by the Id. Representative of the workman.

The Union challenged the termination of services of the Workman on the ground that his Letter of Appointment was signed by the Managing Director of the Party II and the Letter of Termination is signed by the Personnel Manager of the Party II. The Party II however produced the Letter of Appointment of the workman dated 01-08-1989 at Exhibit EW2/8. On carefully perusal of the said Letter of Appointment issued to the workman, it is observed that the said Letter of Appointment had been duly signed by the then Personnel Manager of the Party II, hence the contention of the Union that although his Letter of Appointment was signed by the Managing Director of the Party II and the Letter of Termination is signed by the Personnel Manager of the Party II is without any merits.

It is further contended by the Union that before the termination of the services of the workman, the Party II has not prepared any Seniority List and junior workers are still working with the Party II. The Party II however produced a Seniority List dated 13-12-2004 (Exhibit E/2) prepared in accordance with Rule 77 of the Industrial Disputes (Central) Rules, 1957, in the category of tailor. The Union however failed to state in its pleading or in

the evidence adduced by them as to who were the other employees who were working as tailors in the Uniform Room in the House-Keeping Department, who were junior to the workman and/or that they were retained by the Party II. The Union however raised the doubts as to the displaying the said Seniority List on the Notice Board which was denied by the employer's witness, Smt. Maura Almeida. The Union failed to produce any evidence in rebuttal. Hence, the contention of the Union that before the termination of the services of the workman, the Party II has not prepared any Seniority List and junior workers are still working with the Party II is frivolous and without any merits. It is further contended by the Union that after the termination of the services of the workman, the Party II has employed new workers to carry out the work of tailoring and other work is being carried out through contract. The Union has however failed to state as to who are the new workers employed by the employer to carry out the work of tailoring after the termination of services of the workman w.e.f. 17-03-2005. There is absolutely nothing on record to show that the Party II has employed new workers to carry out the work of tailoring. Hence the aforesaid contention of the union appears to be vague in nature and also without any merits. The Union has failed to prove the same.

It is also contended by the union that the Party II has violated the Section 33 of the Industrial Disputes Act as the matter of Payment of Bonus is pending before the Hon'ble Tribunal and therefore any termination without approval of the Hon'ble Tribunal is illegal and unjustified and bad in law. The Union has failed to produce any documentary evidence, however the employer's witness, Smt. Zarine Lobo in her cross examination has clearly admitted that at the time of termination of services of the workman, the reference in respect of bonus is still pending before the Industrial Tribunal-cum-Labour Court-I since prior to the year 2005. It is therefore necessary to look into the Section 33 of the Industrial Disputes Act, 1947, which reads as under:

Sec. 33(1) : During the pendency of any conciliation proceedings before a conciliation officer or a Board or of any proceedings before.. (an arbitrator or) a Labour Court or Tribunal or National Tribunal in respect of an Industrial Dispute, no employer shall,-

- (a) in regard to any matter connected with dispute, alter to the prejudice of the workmen concerned in such dispute, the conditions of service applicable to them

immediately before the commencement of such proceedings or,

- (b) for any misconduct connected with dispute, discharge or punish, whether by dismissal or otherwise, any workman concerned in such dispute, save with the express permission in writing of the authority before which the proceeding is pending.

(2) During the pendency of any such proceeding in respect of an industrial dispute, the employer may, in accordance with the standing orders applicable to a workman concerned in such dispute or, where there are no such standing orders, in accordance with the terms of the contract, whether express or implied between him and the workman:

- (a) alter, in regard to any matter not connected with the dispute, the conditions of service applicable to that workman immediately before the commencement of such proceeding; or
- (b) for any misconduct not connected with the dispute, discharge or punish, whether by dismissal or otherwise, the workman:

Provided that no such workman shall be discharged or dismissed, unless he has been paid wages for one month and an application has been made by the employer to the authority before which the proceeding is pending for approval of the action taken by the employer.

It is therefore clear that Sec. 33-1 (a) will be applicable in case of alteration of service conditions connected with the dispute applicable to the workman immediately before the commencement of such proceedings and Section 33-1 (b) will be applicable for any misconduct connected with the dispute. Similarly Section 33-2 (a) will be applicable only in case of alteration of service conditions not connected with the dispute applicable to the workman immediately before the commencement of such proceedings and Section 33 (2) (b) will be applicable for any misconduct not connected with the dispute. The Union has however failed to plead as to which sub-clause of Section 33 of the Industrial Disputes Act, has been violated by the Party II by terminating the services of the workman pending bonus reference.

Thus the pleadings of the Union that the Party II has violated Section 33 of the Industrial Disputes Act, 1947, appears to be vague in nature. Even, otherwise Section 33 (1) (b) or Section 33 (2) (b) is not applicable in the instant case since the

Party II has alleged that the termination of the services of the workman, being surplus within the meaning of retrenchment as defined under Section 2 (oo) of the Industrial Disputes Act, 1947 and not for any misconduct. It is therefore necessary to see whether the Party II has violated the Section 33 (1) (a) or Section 33 (2) (a) of the Industrial Disputes Act, 1947. *The Hon'ble Supreme Court of India in the case of Bhavnagar Municipality v/s Alibhai Karimbhai and ors. reported in 1977 LLJ 407 held that the retrenchment may not ordinarily under all circumstances amount to alteration of the conditions of service. For instance when a wage dispute is pending before a Tribunal and on account of the abolition of a particular department, workers therein have to be retrenched by the employer, such a retrenchment, cannot amount to alteration of the condition of service.* In the instant case, admittedly, the dispute in respect of bonus is pending before the Industrial Tribunal cum Labour Court-I and the Party II retrenched the services of the workman. The Union has however failed to satisfy the court as to how the conditions of services of the workman applicable immediately before the commencement of Tribunal proceedings are altered and that the alteration of the condition of service is in regard to a matter connected with and that pending in Industrial Dispute, and finally the alteration of condition of service is to the prejudice of the workman. The expression bonus means deferred wages and the workman including a retrenched or dismissed workman are entitled to claim the said bonus, if he had worked during the said relevant period, hence I do not agree that the retrenchment of the workman has prejudiced the workman, which lead to the alteration of the conditions of the service of the workman applicable to him before the commencement of the said reference of bonus pending before the Industrial Tribunal-cum-Labour Court-I. Thus the submission made by Shri P. Gaonkar appearing for Party I that the Party II has violated that Sec. 33 of the Industrial Disputes Act is unsound and hence rejected.

It is further contended by the Union that before termination of the services of the workman, no enquiry was conducted and hence violated the principles of natural justice. Admittedly the Party II vide its Termination Letter dated 16-03-2005 (Exhibit W/2) alleged that "we regret to state that on overall assessment of work-force in Uniform Room of the House-Keeping Department you are found to be surplus in your category in the present set-up of working...." Further the Party II in para 6 of its written

statement filed in the present proceedings stated that on overall assessment of work-force in the year 2005 in the Uniform Room in the House-Keeping Department where the workman was working, services of one employee in the category of tailor were found to be surplus and therefore the Party II for the purpose of economy and convenience decided to terminate the services of one employee in the said category. Thus from the pleadings as well as the evidence led by the Party II on record clearly shows that the services of the workman has been terminated by way of retrenchment within the meaning of retrenchment as defined under Section 2 (oo) of the Industrial Disputes Act, 1947. Section 2 (oo) of the Industrial Disputes Act, reads as under:

"Retrenchment means the termination by the employer of the service of a workman for any reasons whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- a voluntary retirement of the workman or;
- b retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf or;
- bb. termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein.

Thus the retrenchment is a termination of services of the workman for any reasons otherwise than as a punishment inflicted by way of disciplinary action. Thus for valid retrenchment of the workman, the employer did not require to conduct a disciplinary enquiry but to comply with the mandatory provisions of Sections 25-F and 25-G of the Industrial Disputes Act, 1947, hence the contention of the Union that no enquiry was conducted before termination of the services of the workman violated the principles of natural justice is without any merits and hence rejected.

Finally the Union contended that before termination of services of the workman the Party II has not complied with the provisions of the Industrial Disputes Act, 1947 and his termination is illegal, unjustified and bad in law. However, the aforesaid contention pleaded by the Union appears to be vague since the Union failed

to point out the specific provisions of the said Act. During the course of arguments, the Id. Representative, Shri P. Gaonkar appearing for the Party I submitted that the Party II has refused the employment to the workman on 17-03-2005 and hence the Union raised the issue before the Management vide its dated 18-03-2005 which fact has been admitted by the Party II vide their reply dated 05-05-2005 which is on record at Exhibit EW2/6. He therefore submitted that at the time of refusal of employment on 17-03-2005, the Party II has not offered the workman his legal dues as well as one month's notice in lieu of pay which is the condition precedent for valid retrenchment, and as such violated the mandatory provisions of Section 25F of the Industrial Disputes Act, 1947. As against the case of the Party I, it is the specific case of the Party II, that the workman has been paid his wages upto 21-03-2005 & the services of the workman were terminated w.e.f. 21-03-2005 vide order of termination of service dated 16-03-2005.

It is an admitted fact that the workman had been refused his employment by the Party II for the first time on 17-03-2005 as can be seen from the letter dated 18-03-2005 of the Union addressed to the Personnel Manager of the Party II and the reply dated 05-05-2005 of the Party II (Exhibit EW2/6). The question therefore arise as to whether the said refusal of employment to the workman on 17-03-2005 till 21-03-2005 amounts to termination of services of the workman especially when the workman concerned is paid his wages for the aforesaid period and that the Party II has violated the mandatory provisions of Sec. 25-F and Section 25-G of the Industrial Disputes Act, 1947. It is therefore necessary to examine Section 25-F and Section 25-G of the Industrial Disputes Act, 1947. Section 25-F of the Industrial Disputes Act reads as under:-

"No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

- (a) The workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) The workman has been paid, at the time of retrenchment, compensation which shall be

equivalent to fifteen days of average pay [for every completed period of service] or any part thereof in excess of six months; and

- (c) Notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette.]

Therefore the employer concerned has to give one months notice in writing indicating the reasons for retrenchment or the workman has been paid in lieu of such notice, wages for the periods of the notice and workman shall be paid at the time of his retrenchment, compensation which shall be equivalent to fifteen days average pay for every completed year of continuous service or any part thereof in excess of six months and notice in the prescribed manner should be served on the appropriate Government or such authority as may be specified by the appropriate Government by notification in the Official Gazette. In the instant case it is an admitted fact that the deceased workman was working continuously more than 17 years with the Party II. The Party II had also paid to the workman his final settlement dues consisting of notice pay, retrenchment compensation, wages from 01-03-2005 till 21-03-2005, gratuity and an unpaid leave salary by cheque which was sent to him by Register A. D. Post alongwith the Termination Order dated 16-03-2005 [Exhibit W/1] which facts has not been disputed by the Party I. The said Order of Termination dated 16-03-2005 on record at Exhibit [W/1] clearly shows the reasons that "We regret to state that on overall assessment of workforce in Uniform Room of House Keeping Department you are found to be surplus in your category in the present set up of working"

The Id. Representative, Shri P. Gaonkar representing the Union submitted that at the time of termination of the services of the workman, the Party II has not tendered/offered his final settlement dues consisting of notice pay, retrenchment compensation, wages from 01-03-2005 till 21-03-2005, gratuity and an unpaid leave salary on 17-03-2005. It is an admitted fact that the termination order dated 16-03-2005 [Exhibit W/1] was sent and received by the workman by registered post on 18-03-2005. The Id. Representative however did not dispute that the said Termination order dated 16-03-2005 [Exhibit W/1] by which the services of the workman were retrenched was in fact posted on 16-03-2005 that is at the time or before the

retrenchment of the services of the workman. Therefore in the absence of the same, it is presumed that the said notice was dispatched on 16-03-2005 itself. The Honourable Bombay High Court in its case of G. D. Shinde v/s Associated Cement Company Ltd. and ors reported in 1995 (70) F. L. R. 541, held that Notice Pay and retrenchment compensation was sent on 08-11-1983 and was received by the workman concerned on 23-11-1993 though the services were terminated w.e.f. 10-11-1993, the Hon'ble High Court of Bombay has held that Section 25-F is sufficiently complied and termination would be w.e.f. 23-11-1983. The aforesaid decision of Hon'ble High Court of Bombay cited by the Id. Adv., Shri G. B. Kamat is squarely applicable in the present case. The employer had also produced on record a notice dated 21-03-2005 (Exhibit E/3) addressed to the Secretary, Government of Goa and the copy of which also marked to the Labour Commissioner, Government of Goa alongwith A. D. Card. Applying the law laid down by the Hon'ble Bombay High Court in the aforesaid case, although the workman has been refused the employment on 17-03-2005 and also the reference issued by the Government of Goa pertaining to the legality and justifiability of the termination of the services of the workman w.e.f. 17-03-2005, the correct date of termination of services will be 21-03-2005 and not 17-03-2005. The evidence on record clearly shows that the workman has received his final settlement dues consisting of notice pay, retrenchment compensation, wages from 01-03-2005 till 21-03-2005, gratuity, and an unpaid leave salary on 18-03-2005. Hence the contention of the Union that at the time of retrenchment of the services of the workman the Party II has not offered him his final settlement dues is devoid of merits since the proviso b of Section 25-F does not say that the employer should offer the final settlement dues of his workman at the time of his retrenchment by hand delivery only. In the absence of the same, if the employer issued to the workman his notice of retrenchment alongwith his final settlement dues legible by cheque the same is valid. More-so-ever in the instant case, the employer has produced on records the termination order dt. 16-03-2005 at Exb. W/2 which was received by the workman on 18-03-2005. The Union however, neither disputed that the workman was not on duty on 16-03-2005 and that the said order alongwith his final settlement dues by cheque were not posted by the Party II on 16-03-2005 itself.

Section 25-G of the Industrial Disputes Act, 1947, provides procedure for retrenchment and in

accordance with the provisions of the said section, where any workman working in an Industrial Establishment, who is a citizen of India, is to be retrenched and he belongs to the particular category of workman in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was last person employed in that category, unless for reasons to be recorded the employer retrenches any other workman. In the instant case, it is an admitted fact that the workman was a citizen of India and was junior to Shri Arjun Asolkar who was working as a tailor in the Uniform Room in the House-Keeping Department of the Party II. The employer has even produced on record a Seniority List dated 13-12-2004 (Exhibit E/2) prepared in accordance with Rule 77 of the Industrial Disputes (Central) Rules, 1957 which has not been disputed by the Party I hence I hold that the employer has sufficiently complied with the mandatory provisions of the Sections 25-F & 25-G of the Industrial Disputes Act, 1947.

Shri P. Gaonkar representing the union, during the course of oral argument argued that the oral evidence on record lead by the employer clearly shows that the employer has been carrying out the work of tailoring on contract basis which amounts to implementation of unfair labour practice as per the fifth schedule. He also submitted that any retrenchment under the garb of modernization under clause 10 of schedule IV of the Industrial Disputes Act, 1947, the employer shall be required to issue notice to the Government which the employer has failed to do so and hence the retrenchment of the services of the workman amounts to victimization and unfair labour practice. The Id. Adv., Shri G. B. Kamat appearing for the employer rightly submitted that the Party I in his entire pleadings nowhere pleaded that in terms of Section-9A of the Industrial Disputes Act, 1947, the Party II did not give notice of change as referred under schedule 4 of Industrial Disputes Act, 1947, before terminating the services of the workman and hence it is illegal. He further submitted that the termination can be illegal for different and conflicting reasons and further submitted that illegality has to be specifically pleaded and relied upon. He relied on the decision of Hon'ble High Court of Delhi in the case of Lachman Das v/s Indian Express Newspaper (Bombay) Pvt. Ltd. reported in 1977 (34) F. L. R. 131 wherein the Hon'ble High Court of Delhi has held that "In our view the word illegal has very wide significance. Considered in isolation, it is vague for the termination of employment may be

illegal for different and even conflicting reason. Therefore meaning of word "illegal" has to be understood in the context of the allegations of facts constituting the particular kind of illegality pleaded. It would follow that the word "illegal" so construed according to context would not include some meaning of illegality which was not pleaded and which was contrary to pleadings. He also relied upon a decision of Hon'ble High Court of Bombay in Welcome Group Serock v/s Sea Rock Hotel Employees Union and anr reported in 2005 (4) ALL M. R. 74 where in the Hon'ble High Court of Bombay has disallowed the said plea that the Sec. 9-A Item-10 of schedule 4 of Industrial Disputes Act dealing with rationalization, standardization or improvement of plant or technique likely to lead to retrench of workman, in the absence of any pleadings of the workman. In the present case it is an admitted fact that the Union has not pleaded in the entire Claim Statement or Rejoinder filed in the present proceedings that the termination of services of the workman amounts to victimization and unfair labour practice since the employer failed to give notice to the Government indicating changes which took place due to modernization, rationalization or standardization etc., likely to lead the retrenchment of workman. On carefully perusal of the aforesaid, both the decisions of the Hon'ble Delhi High Court and Hon'ble Bombay High Court, the principles underlying the aforesaid decisions are squarely applicable in the present case and hence I am in agreement with the aforesaid submission made by Id. Adv., Shri G. B. Kamat for representing the employer.

The Id. Adv., Shri G. B. Kamat finally submitted that the reference issued by the Government of Goa pertaining to the legality of the termination of the services of the workman w.e.f. 17-03-2005. He submitted that according to the case of the employer the termination of the services of the workman was from 21-03-2005 and therefore submitted that merely because the date mentioned was not correct, the same would not render the reference invalid. He relied upon the decision of Hon'ble Bombay High Court in the case of Rashtriya Kamagar Kranti Union and Darabshaw B. Cursetjee's Sons (Bombay) Pvt. Ltd. and anr. Reported in 2002 (93) FLR 801 wherein it has been held that the Tribunal should not have taken a hypertechnical view and should have determined as to whether there was infact an Industrial Dispute subsisting between the parties. In fact the order of reference is vide enough to cover the contingency faced by the Tribunal. It must, therefore, be held that the reference is maintainable.

In the present case, although Order of Reference shows the date of termination of the workman w.e.f. 17-03-2005, the court in fact came to the conclusion that the date of termination of services of the workman is w.e.f. 21-03-2005, as the workman has been paid wages till 21-03-2005.

In view of the above discussions and with regards to the facts and circumstances of the case, I hold that the union had failed to prove that the termination of the services of the workman w.e.f. 17-03-2005 was illegal & unjustified and bad in law. On the contrary, the evidence on record clearly proves that the retrenchment of the services of the workman, Shri Arthur Fernandes by the Party II w.e.f. 21-03-2005 is legal & justified. With this I proceed to pass the following order.

ORDER

1. It is hereby held that the action of the Management of M/s. Cidade de Goa Unit, Unit of Fomento Resorts & Hotels Ltd., Dona Paula-Goa in terminating the services of their workman, Shri Arthur Fernandes, Tailor, w.e.f. 21-03-2005 is legal & justified.

2. The workman, Shri Arthur Fernandes, Tailor is accordingly not entitled to any relief.

No order as to costs.

Inform the Government accordingly.

Sd/-
(Suresh N. Nanulkar),
Presiding Officer,
Labour Court-II

Notification

No. 28/1/2009-LAB/426

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 30-03-2009 in reference No. IT/67/02 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 21st April, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Case No. IT/67/02

Workmen rep. by ... Workmen/Party I
Goa Trade and Commercial
Workers Union,
Velho Bldg., 2nd Floor,
Opp. Municipal Garden,
Panaji, Goa.

V/s

M/s. Aguada Holiday ... Employer/Party II
Resort, Candolim,
Bardez, Goa.

Workmen/Party I is represented by Adv. Suhas Naik.

Employer/Party II is represented by Adv. G. K. Sardessai.

AWARD

(Passed on this 30th day of March, 2009)

By order dated 16-10-2002, the Government of Goa in exercise of powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947 has referred to this Industrial Tribunal the following dispute for adjudication:

- "(1) Whether the action of the management of M/s. Aguada Holiday Resort, Candolim, Bardez, Goa, in terminating the services of S/Shri John D'Souza, Cook and Cosme Vaz, Store Assistant, with effect from 1-12-2001 is legal and justified?
- (2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, notices were issued to both parties. Party I filed his claim statement at Exb. 3. The Party II filed its written statement at Exb. 5 and the rejoinder of the Party I is at Exb. 6.

3. The workman, Shri John D'Souza was employed with the Party II as a Cook and the workman, Shri Cosme Vaz was employed as a Store Assistant. These workmen were issued letter dated 9-1-02 stating that the management had decided to discontinue the operation of Aguada Holiday Resort w.e.f. 1-12-02 and their services stand retrenched. These workmen have stated that the reasons stated in the said notice are not true, genuine and bonafide. They claim that their retrenchment is in violation of Section 25 F of the Industrial Disputes Act. The Party I has stated that

the Party II is running business of hotel industry in the same premises under the name of Victor Exotica. The Party I has stated that the termination of these two workmen is illegal and arbitrary. The Party I has therefore sought reinstatement of these two workmen with all consequential benefits.

4. The Party II has stated that its establishment is closed and that the Tribunal cannot go in the propriety of the closure and hence the reference is not maintainable. The Party II has denied having violated the provisions of Section 25 F of the Act. The Party II has stated that before effecting their termination both the workmen were offered their dues but these workmen refused to accept the same. The Party II has stated that the termination was the consequence of closure and is in compliance with the provisions of the law.

5. Based on the aforesaid pleading, following issues were framed:

1. Whether the Party I proves that the termination/retranchment of their service by the Party II is in violation of Sec. 25 F(a)(b) of the I. D. Act, 1947 and the procedure laid down under the said Act?
2. Whether the Party I/workmen proves that the Party II is running its business in the name of Victor Exotica?
3. Whether the Party I/workmen proves that the termination of their service by the Party II w.e.f. 1-12-2001 is illegal and unjustified?
4. Whether the Party II proves that the reference is not maintainable for the reasons stated in para 1 of the written statement?
5. Whether the Party II proves that its establishment is closed from 1-12-2001?
6. Whether the Party II proves that the Party I/workmen are gainfully employed?
7. Whether the Party I/workmen are entitled to any relief?
8. What Award?

6. The matter was at the stage of evidence. However on 26-3-09 both the workmen alongwith their representative and the representative of the Party II have remained present before the Tribunal and stated that the matter has been amicably settled and filed consent terms at Exb. 13. The said terms are signed by both parties. The terms are agreeable to both parties and in my opinion the same are in the interest of the workmen. Hence the consent terms are taken on record and the consent award is passed as under:

ORDER

1. That in the present matter it is agreed between the parties to settle the dispute amicably for lump sum payment of Rs. 42,500/- (Rupees Forty-two thousand five hundred only) to Mr. John D'Souza and Rs. 30,000/- (Rupees Thirty thousand only) to Mr. Cosme Vaz in full and final settlement of all their legal dues.
2. Both the workmen state that they are having no claim of whatsoever nature against the Party II/Employer including the claim of reinstatement.
3. The Party II No. II accordingly deposit the following Pay Orders before this Hon'ble Court
 - a. Pay order drawn in favour of Mr. John D'Souza, on AXIS Bank payable at Panaji bearing No. 033123 dated 24-3-09 amounting to Rs. 42,500/-.
 - b. Pay order drawn in favour of Mr. Cosme Vaz, on AXIS Bank payable at Panaji bearing No. 033126 dated 24-3-2009 amounting to Rs. 30,000/-.
4. The workmen/Party I agree to acknowledge receipt from Party No. II of the said amount towards full and final settlement of all the claims.

Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai)
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I

Notification

No. 28/1/2009-LAB/420

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 24-03-2009 in reference No. IT/39/88 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 21st April, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Ref. No. IT/39/88

Shri Santosh G. Sawant, ... Workman/Party I
Near Village Panchayat,
Sankval, Goa.

V/s

M/s. Primella Sanitary ... Employer/Party II
Products Pvt. Ltd.,
2nd Arvalle road,
Cortalim, Goa.

Workman/Party I is represented by Adv. Suhas Naik.
Employer/Party II is represented By Adv. A. V.
Nigalye.

AWARD

(Passed on this 24th day of March, 2009)

The Party II is engaged in manufacturing sanitary products and other allied products. The factory of the Party II is situated at Cortalim. The Party II had appointed the Party I as an electrician-cum-operator w.e.f. 22-9-1985. The Party II had terminated services of the Party I on the ground that the Party I had failed to produce electrical supervisors licence which was a prerequisite of his appointment. The Party I raised an industrial dispute. The conciliation proceedings ended in failure and on receipt of the failure report the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act has referred the following dispute to this Tribunal for adjudication.

- "(1) Whether the action of the management of M/s. Primella Sanitary Products (Pvt.) Limited, 2nd Arvalle Road, Cortalim, Goa in terminating the services of Shri Santosh G. Sawant, Electrician-cum-Operator, with effect from 24-12-1987 is legal and justified?

If not, what relief the workman is entitled to?"

2. The Party I filed his claim statement at Exb. 2. He has stated that he was initially appointed as an operator by the top official of the company and that he performed his duty efficiently and independently. The Party I has stated that he had satisfactorily completed the probation period

of 6 months. He has stated that since the probation period was not extended he was deemed to be confirmed.

3. The Party I has further stated that sometime in November, 1987 the Party II had proposed to transfer him to another concern at Hubli on a reduced salary of Rs. 600/- per month. The Party I had informed the Party II that his transfer on a reduced salary was unjust and improper. Thereafter the Party II started demanding the certificate of an electrical supervisor even though he was appointed as an electrician-cum-operator after verifying all the documents produced at the time of the interview. The Party I has stated that since he was unable to produce the certificate, the Party II terminated his services w.e.f. 30-11-1987 without even issuing a notice. The Party I claims that his services were terminated mainly because he had refused to go to Hubli on a reduced salary. The Party I has further stated that the fact that the Party II had demanded the certificate after two years of the services, itself shows that the action of the Party II was malafide, arbitrary and the same amounts to victimization. The Party I has therefore prayed for re-instatement with full back wages with continuity in service.

4. The Party II has stated that the plant and machinery in the factory requires highly qualified workmen to operate the same. The Party II has stated that it requires a qualified electrician to operate the machinery. Since it did not require a full time electrician it had decided to appoint an electrician-cum-operator. The Party I had approached the company for the appointment of the said post. During interview the Party I represented that he was holding an electrical supervisor licence and that he was entitled to do all electrical work independently.

The Party I had undertaken to submit the said licence. Relying on the statement made by the Party I, the company appointed him on probation as electrician-cum-operator. However the Party I failed to produce the licence/certificate despite several requests. Subsequently, the Party I produced the permit for wireman. The Party II has stated that in the absence of certificate, the Party I is not competent to perform any electrical work independently. This was also confirmed by the Electricity Department. The Party II has stated that the main job of the Party I was that of an electrician and that the work of operator was only incidental. Since the Party I was unable to work as an electrician, it offered to appoint the Party I as an operator. However the Party I refused to

accept the said offer. The Party II has stated that since the Party I was not competent to do the work of electrician and since the Party I had refused to work as an operator it terminated the services of the Party I w.e.f. 24-12-1987. The Party II has stated that the Party I was on probation and as such it was not required to issue a notice to the Party I. The Party I has stated that termination is not stigmatic and that the Party I is not entitled for any reliefs.

5. The following issues were framed:

1. Whether the workman, Santosh G. Sawant was appointed as Electrician-cum-Operator on the specific understanding that he held a licence of Electrical Supervisor as stated in para Nos. 5 and 6 of the written statement?
2. If so, whether the workman failed to produce the licence of the Electrical Supervisor but just produced the licence of Workman's Permit as stated in paras 7 and 8 of the W. S. as alleged?
3. If so, whether the action of the management in the given circumstances was just and proper in terminating the services of the workman on account of his dishonesty and failure to handle electrical jobs independently in the absence of a valid licence as alleged?
4. If so, whether the action of the management was just and proper in the given circumstances in offering the workman an alternative job commensurate with his qualifications on a reduced salary as contended in para No. 10 of the W. S.?
5. If so, whether the services of the workman as Electrician-cum-Supervisor were terminated for just, valid and legal grounds as claimed by Party II/Employer?
6. If not, what relief 's if any is the workman, Santosh K. G. Sawant is entitled to in the given circumstances in this Government reference?
7. What order?

6. The parties had adduced evidence and the matter was posted for award. The workman expired during the pendency of the proceedings leaving behind his widow and minor daughters as his legal representatives. The said legal representatives were brought on record. Efforts were made to settle the matter amicably which has resulted in the parties arriving at an amicable

settlement and filing the terms at Exb. 21. I have perused the terms at Exb. 21. The said terms are signed by both parties and the terms incorporated in the said application are acceptable to both parties. In my considered view the terms are in the interest of the workmen hence the terms are taken on record and the reference is disposed of as per the following terms.

ORDER

1. It is agreed by and between the parties that the Employer/Party II has paid to the legal representatives of the Workman/Party I Smt. Savita Santosh Sawant and Shri Gaurish Santosh Sawant a sum of Rs. 25,000/- (Rupees Twenty five thousand only) in full and final settlement of their claim in the above Reference No. IT/39/88.
2. The aforesaid sum of Rs. 25,000/- (Rupees Twenty five thousand only) is paid by the Employer/Party II to the legal representatives of the Party I by cheque No. 56085002 dated 04-11-2008 drawn on Kotak Mahindra Bank Ltd., Bangalore in the name of Smt. Savita Santosh Sawant.
3. The parties hereby declare that their dispute in Reference No. IT/39/88 is conclusively settled with the signing of this settlement and they have no dispute, claim and/or demand of whatsoever nature against each other.

Inform the Government accordingly.

Sd/-
(A. Prabhudessai),
Presiding Officer,
Industrial Tribunal-
cum-Labour Court-I

Notification

No. 28/1/2009-LAB/436

The following award passed by the Industrial Tribunal-cum-Labour Court-I, at Panaji-Goa on 31-03-2009 in reference No. IT/51/90 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

B. S. Kudalkar, Under Secretary (Labour).

Porvorim, 27th April, 2009.

IN THE INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT
AT PANAJI

(Before Smt. Anuja Prabhudessai, Hon'ble
Presiding Officer)

Case No. IT/51/90

The General Secretary,
All Goa General
Employees' Union,
P.O. No. 90,
Vasco-da-Gama, Goa.

... Workman/Party I

V/s

M/s. Industria Nacional
de Telhas,
Curchorem, Goa.

... Employer/Party II

Workman/Party I is represented by Adv. T. Pereira.

Employer/Party II is represented by Adv. G. B. Kamat.

A WARD

(Passed on this 31st day of March, 2009)

By order dated 20-11-90, the Government of Goa in exercise of powers conferred under Section 10(1) (d) of the Industrial Disputes Act, 1947, has referred to this Industrial Tribunal the following dispute for adjudication:

"(1) Whether the action of the management of M/s. Gurudas T. Malgaonkar, Mapusa, Goa popularly known as M/s. Malsons, Mapusa, Goa in refusing employment to their workman, Shri Gangaram Vishnu Satardekar, Cobbler, with effect from 31-12-2002 is legal and justified?

(2) If not, what relief the workman is entitled to?"

2. On receipt of the reference, notices were issued to both parties. Party I filed his claim statement at Exb. 9. The Party II filed its written statement at Exb. 12.

3. The workmen represented by the Party I union were the employees of the Party II which was engaged in the business of manufacture and self of roof tiles. The Party II had paid bonus at the rate of 16% for the year 1986-87 and 1987-88. The Party I has stated that during the accounting year 1988-89 the Party II had made huge profits and as such they had demanded the payment of bonus @ 20%. However, the Party II offered bonus @ 8.33%. The Party I has stated that their demand for the

bonus of 20% is legal and justifiable. The Party I has therefore claimed bonus @ 20% for the accounting year 1988-89.

4. The Party II has denied that it had made huge profits and had claimed that it had paid 16% bonus for the year 1986-87 and 1987-88 only to maintain industrial peace. The Party II has stated that it was justified in paying the bonus of 8.33% for the accounting year 1988-89. The Party II has stated that the Party I is not entitled for any additional bonus for the accounting year 1988-89.

5. Based on the aforesaid pleadings, following issues were framed:

1. Does Party I/workmen prove that they are entitled for bonus at the rate of 20% for the year 1988-89 as claimed?
2. What is due to Party I/workmen, if any?
3. What Award or order?

6. Both parties have adduced evidence. Learned advocate, Shri T. Pereira has argued on behalf of the Party I. Learned advocate, Shri Kamat has argued on behalf of the Party II. I have perused the records and considered the arguments advanced by the respective parties and my findings on the aforesaid issues are as under:

7. *Issue No. 1:* It is not in dispute that the workmen represented by the Party I/union were employed with the Party II which is engaged in the business of manufacture and sale of roof tiles. It is also not in dispute that the Party I workmen were paid bonus @16% for the accounting years 1986-87 and 1987-88. The question is whether the Party I workmen are entitled for 20% bonus for the accounting year 1988-89. In support of its claim the Party I union has examined Shri Anthony Fernandes, General Secretary of the Local Committee and Shri Anand Betkikar the General Secretary of the union. The witness, Shri Anthony Fernandes has deposed that when the Party II had paid bonus for the previous accounting years the rate of tiles was Rs. 1,400/- per thousand tiles and that when they had claimed bonus @ 20% the rate of tiles was Rs. 1,700/-. He has stated that the production of the Party II was increased to such an extent that there was no place to stock tiles. He has stated that they have claimed for 20% bonus is reasonable. In his cross examination the witness has denied the suggestion that the Party II was not in a financial position to pay the bonus @ 20%. Apart from the bare statement of this witness there is absolutely no evidence to

prove that the price of the tiles has gone up or that the production had increased to a large extent.

8. It may be mentioned here that the Party II is a partnership and the balance sheet and the profit and loss account have been audited by the Chartered Accountant, Shri D. V. Bale, who has been examined by the Party II. In his evidence before the Tribunal the witness, Shri D. V. Bale has deposed that he is the auditor of the Party II since 1986 and that he had audited the accounts of the Party II for the year 1988-89. He has identified his signature on the certified copy of the balance sheet for the year ending 31st March, 1989, for the accounting year 1989-90. The said balance sheet is at Exb. 24. He has deposed that the bonus payable by the Party II has been calculated on the basis of the said balance sheet. He has produced the bonus calculation for the accounting year ending 31-3-89 and the same is at Exb. 25. He has also produced the bonus register maintained by the Party II in Form A and B from the year 1985 and the same is at Exb. 26. This witness has deposed that for the year 1988-89, the amount allocable for payment of bonus was Rs. 21,776/-. He has deposed that as per the payment of minimum bonus, the minimum bonus payable for the accounting year 1988-89 was Rs. 41,667/-. The total deficiency therefore was Rs. 19,891/- and the total set off carry forward from the previous three years was Rs. 1,21,842/-. He has denied the suggestion that the bonus calculation shown in Exb. 25 was not done as per the provisions of the Act. He has also denied the suggestion that certain items which were required to be added back were not added and that the items mentioned under the heading deductions, under Section 6 of the Act were not in accordance with the provisions of the Act. He has also denied that impermissible deductions were made in the previous year under the heading depreciation and tax of partners and that impermissible calculations in the previous years had affected the bonus calculations in the subsequent years.

9. Learned advocate, Shri Pereira has in his written argument has challenged the accuracy of the bonus register by stating that the Party II has included several inadmissible items so as to reduce the allocable surplus. It may be mentioned here that apart from the bare suggestions there is absolutely no evidence on record to show that the deductions were inflated and that the allocable surplus was reduced by including inadmissible items. Section 23 of the Payment of Bonus Act provides that during the course of proceedings before the Tribunal under the Industrial Disputes

Act, 1947 of the nature specified in the Section 22 of the Act and the duly audited balance sheet and the profit and loss account of an employer are produced then the authority has to presume the statements and particulars contained in such balance sheet and profit and loss account to be accurate. In the instant case the balance sheet and the profit and loss account have been duly audited by a qualified auditor and as such in the absence of challenge to the said profit and loss account in the manner required by law, the statement and particulars contained in the said balance sheet and the profit and loss account have to be presumed to be accurate. In the case of workmen of India Cement Ltd., v/s India Cements Ltd., and another reported in 1986 II LLN 959 the workmen had challenged the profit and loss accounts of the employer stating in general nature that the management had included in accounts many inadmissible items so as to reduce the allocable surplus while considering the question whether the challenge is legal, the Madras High Court has held that where the workmen have not challenged the accuracy of any particular item but have merely attacked the statements in general terms with reference to the method of accounting and have also not moved the authority for directions, for clarification the presumption of accuracy is held as not rebutted and the authority is justified in disposing of the proceedings on the basis of such statements. It is held that the presumption of accuracy of audited balance sheet and profit and loss account is a statutory presumption and that requires acceptance. The burden to disprove accuracy lies on the party dispute. In the instant case the Party I has not rebutted the statutory presumption of accuracy and as such the statements and particulars contained in the audited balance sheet and profit and loss account are held to be accurate. The said balance sheet indicates that amount of allocable surplus for the payment of Bonus was Rs. 21,776/- and as for the Payment of Bonus Act, the minimum bonus payable was Rs. 41,667/- with total deficiency of Rs. 19,891/-. Hence the action of the Party II in declaring minimum bonus @ 8.33% is held to be legal and justified. Issue No. 1 is therefore answered in the negative. Consequently the Party I workmen are not entitled for any dues.

Under the circumstances and in view of discussion supra I pass the following order.

ORDER

The action of the management of M/s. Industria Nacional de Telhas in refusing to concede to the

demand of their workmen for 20% bonus for the accounting year 1988-89 is held to be justified. The Party I workmen are not entitled for any relief.

No order as to cost. Inform the Government accordingly.

Sd/-
(Anuja Prabhudessai),
Presiding Officer,
Industrial Tribunal-
-cum-Labour Court-I

Office of the State Director of Craftsmen Training

Order

No. 2/123/2009/EST/SDCT(24)/Part/3385

On the recommendation of Departmental Promotion Committee, Government is pleased to promote Shri Edwin L. Fernandes, Group Instructor to the post of Principal (Group B Gazetted) on ad hoc basis for a period of six months in the revised pay scale of Rs. 9,300-34,800 and corresponding Grade Pay of Rs. 4,800/- with immediate effect and posted at ITI, Cacora.

The appointment is made against the post fallen vacant due to transfer of Shri R. Pawaskar, Principal.

The expenditure is debited to the Budget Head "2230-Labour & Employment, 03-Training, 101-ITI, 04-ITI Centres/Craftsmen Training Scheme (Non-Plan), 01-Salaries.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 22nd June, 2009.

Order

No. 2/137/2205/EST/SDCT/3467

- Read: (1) No. 3/4/2005/SDCT/EST/IV/6955 dated 28-2-2006.
(2) No. 2/137/2205/EST/SDCT/1187 dated 16-3-2007.
(3) No. 2/137/2205/EST/SDCT/6097 dated 4-12-2007.
(4) No. 2/137/2205/EST/SDCT/2066 dated 9-4-2008.

- (5) No. 2/137/2205/EST/SDCT/6436 dated 26-9-2008.

The ad hoc promotion of Shri Domingos Coelho to the post of Training-cum-Placement Officer is hereby extended for further period of six months from 28-2-2009 to 27-8-2009 with the same terms and conditions stipulated in the above cited orders.

This is issued with the concurrence of the Goa Public Service Commission vide its communication No. COM/II/11/60(1)/03-07(Vol.II)/412 dated 12-3-2009.

By order and in the name of the Governor of Goa.

Aleixo F. da Costa, State Director of Craftsmen Training & ex officio Joint Secretary.

Panaji, 29th June, 2009.

Department of Legal Metrology

Office of the Controller, Legal Metrology

Notification

No. 1/2/09-CLM/378/1129

In exercise of the powers conferred by sub-section (3) of Section 5 of the Standards of Weights and Measures (Enforcement) Act, 1985 (Central Act 54 of 1985) (hereinafter called the said Act), the Controller of Legal Metrology hereby defines the local limits as specified in column (4) of the Schedule appended hereto within which the Assistant Controllers of Legal Metrology as specified in the corresponding entries in column (2) of the said Schedule, shall exercise their powers and discharge the duties conferred or imposed on them by or under the said Act. This is in supersession of the Notification No. 1/2/01-CLM/298/1225 dated 18-07-2001.

Sr. No.	Designation of Group 'B' Gazetted Officer	Present H. Q.	Local limits (jurisdiction)
1	2	3	4
1	Assistant Controller, Legal Metrology, North Zone	Mapusa	The North Zone which comprises of whole area of talukas of Bardez, Pernem, Bicholim and Satari including area

1	2	3	1	2	3
		of jurisdiction all Inspectorial Units in this Zone.			Assistant Controller Legal Metrology, North Zone, Central Zone and South Zone with Mobile Kit for verification. To attend the complaint received from the Consumers for the whole State of Goa.
2	Assistant Controller, Legal Metrology, Central Zone	Paraji			
		The Central Zone which comprises of whole area of Talukas of Tiswadi and Ponda including area of jurisdiction all Inspectorial Units in this Zone.			
3	Assistant Controller, Legal Metrology, South Zone	Margao			
		The South Zone which comprises of whole area of Talukas of Salcete, Mormugao, Quepem, Sanguem and Canacona including area of jurisdiction all Inspectorial Units in this Zone.			
4	Assistant Controller, Legal Metrology, Central Laboratory/Packaged Commodities at Head Office	Paraji			
		To implement the provision of packaged commodities Rules for the whole State of Goa and the necessary work at Central Laboratory at Head Office and such other relevant work at Head Office.			
5	Assistant Controller, Legal Metrology, Mobile Kit	Margao			
		To implement the functioning of Mobile Kit for the inspection of weigh bridges and other heavy weighing instrument and to assist			

A. K. Wasnik, Secretary, Legal Metrology.

Paraji, 19th June, 2009.

Department of Personnel

Order

No. 6/4/2008-PER

The ad hoc appointment of the following officers of Senior Scale of Goa Civil Service is extended further for the period indicated against their names or till they are appointed on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Ad hoc appointment extended upto
1	2	3
1.	Shri J. V. Pednekar	26-02-2009 to 25-02-2010.
2.	Shri S. G. Korgaonkar	26-02-2009 to 25-02-2010.
3.	Shri Nikhil U. Dessai	26-02-2009 to 25-02-2010.
4.	Shri Sunil P. Masurkar	26-02-2009 to 25-02-2010.
5.	Shri N. S. Navti	26-02-2009 to 25-02-2010.
6.	Shri P. K. Velip Kankar	26-02-2009 to 25-02-2010.
7.	Shri Prasanna A. Acharya	26-02-2009 to 25-02-2010.
8.	Shri M. K. Vasta	26-02-2009 to 25-02-2010.
9.	Shri Vijay M. Paranjape	26-02-2009 to 25-02-2010.
10.	Shri Meghanath Porab	01-03-2009 to 28-02-2010.

This is issued with the approval of GPSC vide its letter No. COM/II/11/42(1)/2005-Vol.II/904 dated 22-06-2006.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 24th June, 2009.

Order

No. 13/1/2009-PER

Governor of Goa is pleased to grant extension in service to Shri V. B. N. Raikar, Dy. Labour Commissioner in the Office of Commissioner, Labour & Employment, holding the post of Commissioner, Labour & Employment on ad hoc basis, beyond the date of superannuation for a period of one year with effect from 01-07-2009 to 30-06-2010 or till the post is filled on regular basis/ on deputation whichever is earlier:

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel).

Porvorim, 26th June, 2009.

Department of Public Health

Order

No. 4-1-2003-II/PHD/837

Read: Memorandum No. 4-1-2003-II/PHD dated 4-06-2009.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/30(2)/2001/41 dated 06-02-2009, Government is pleased to appoint Dr. Kamat Vasudeo alias Amey Subhashchandra to the post of Assistant Lecturer in Pharmacology in Goa Medical College, Bambolim on temporary basis in the pay scale of Pay Band-3, Rs. 15,600-39,100 with grade pay of Rs. 5,400/- with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Kamat Vasudeo alias Amey Subhashchandra shall be on probation for a period of two years.

Dr. Kamat Vasudeo alias Amey Subhashchandra has been declared medically fit by the Medical Board.

The appointment is made subject to the verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, his service will be terminated.

The appointment is made against the vacancy caused due to promotion of Dr. Antao Pereira Ian Joao to the post of Lecturer in Pharmacology w.e.f. 12-08-2008.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 22nd June, 2009.

Order

No. 13/52/89-IV/PHD(Part II)/824

The Government of Goa is pleased to nominate Dr. P. K. Chandra, Dean, Goa Dental College and Hospital, Bambolim-Goa, 403 202, to fill up the vacancy of an elected representative on the Dental Council of India to represent the State of Goa as required under Section 3 (e) of the Dentists Act, 1948.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 24th June, 2009.

Order

No. 22/4/98-I/PHD

Read: Memorandum No. 22/4/98-I/PHD dated 17-06-2009.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/ /I/5/24(1)/90-2007/Vol.I/107 dated 25-05-2009, the Government is pleased to appoint Dr. Suraj Chandrakant Prabhudessai to the post of Senior Surgeon (Group 'A' Gazetted) in the Pay Band-3 and Pay Scale of Rs. 15,600-39,100+6,600 under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum of even number dated 17-06-2009 and post him at Hospicio Hospital, Margao in place of Dr. Vardhan Bhobe, Senior Surgeon.

Dr. Suraj Chandrakant Prabhudessai shall be on probation for a period of two years.

The appointment of Dr. Suraj Chandrakant Prabhudessai is made subject to the verification of character and antecedents.

In the event of any adverse matter noticed by the Government on verification of character and antecedents, his services will be terminated.

Consequently, Government is pleased to transfer the below mentioned Senior Surgeons as shown against their names with immediate effect and until further orders.

Sr. No.	Name of Senior Surgeon	Present posting	Posted at
1	Dr. Vardhan Bhobe	Hospicio Hospital, Margao	Asilo Hospital, Mapusa.
2	Dr. Shailesh Hede	Asilo Hospital, Mapusa	Community Health Centre, Pernem.

By order and in the name of the Governor of Goa.

Maria J. R. Pires, Under Secretary (Health II).

Porvorim, 29th June, 2009.

Certificate

No. 4/18/2003-II/PHD/PF./833

Read: Government Order of even number dated 26-02-2009.

Certified that Dr. D'Souza Laura Christi Benigna, Assistant Lecturer in Casualty in Goa Medical College, Bambolim mentioned in the above referred order has been medically examined and found fit for the post.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 22nd June, 2009.

Certificate

No. 4/18/2003-II/PHD/PF./829

Read: Government Order of even number dated 26-02-2009.

Certified that Dr. Fernandes Maria Luisa Savia, Assistant Lecturer in Casualty in Goa Medical College, Bambolim mentioned in the above referred order has been medically examined and found fit for the post.

D. G. Sardessai, Joint Secretary (Health).

Porvorim, 22nd June, 2009.

Department of Revenue

Order

No. 32-2-2005/RD(2934)

The Governor of Goa is pleased to appoint Joint Secretary (GA) Senior Grade Officer, Secretariat as the Appellate Authority in respect of Goa Rehabilitation Board, Patto, Panaji-Goa as required under sub-section (1) of Section 19 of the Right to Information Act, 2005.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd July, 2009.

Order

No. 19/3/2009-RD

Government is pleased to constitute a Sub Committee on State Disaster Management Authority, regarding the removal of M.V. River Princess and shall comprise of the following:

- 1) The Development Commissioner & Secretary Revenue ... Chairman.
- 2) The Secretary (Tourism) ... Member.
- 3) Shri Agnelo Fernandes, M.L.A., Calangute ... Member.
- 4) The Chief Engineer, Water Resources Department ... Member.
- 5) The Collector (North) ... Member.
- 6) The Director of Tourism ... Member Secretary.

The Sub Committee will meet more frequently and submit their reports/recommendations to the Advisory Committee under the Chairmanship of the Chief Secretary.

The Sub Committee shall function in terms of Section 26 read with Section 30 of the Disaster Management Act, 2005 (Central Act No. 53 of 2005).

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 2nd July, 2009.

Notification

No. 22/10/2009-RD

Whereas it appears to the Government of Goa (hereinafter referred to as "the Government") that the land specified in the Schedule hereto (hereinafter referred to as the "said land") is likely to be needed for public purpose, viz. Land Acquisition for construction of Sainik Rest House at Bambolim Village in Tiswadi Taluka.

Now, therefore, the Government hereby notifies under sub-section (1) of Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as the "said Act") that said land is likely to be needed for the purpose specified above.

2. All persons interested in the said land are hereby warned not to obstruct or interfere with any surveyor or other persons employed upon the said land for the purpose of the said acquisition. Any contract for the disposal of the said land by sale, lease, mortgage, assignment, exchange or otherwise or any outlay commenced or improvements made thereon without the sanction of the Collector appointed under paragraph 4 below, after the date of the publication of this notification, will under clause (seventh) of Section 24 of the said Act be disregarded by him while assessing compensation for such parts of the said land as may be finally acquired.

3. If the Government is satisfied that the said land is needed for the aforesaid purpose, a declaration to that effect under Section 6 of the said Act will be published in the Official Gazette and in two daily newspapers and public notice thereof shall be given in due course. If the acquisition is abandoned wholly or in part the fact will also be notified in the same manner.

4. The Government further appoints under clause (c) of Section 3 of the said Act, the Dy. Collector (IA), Collectorate of North Goa District, Panaji, to perform the functions of a Collector, North Goa District, Panaji, under the said Act in respect of the said land.

5. The Government also authorizes under sub-section (2) of Section 4 of the said Act, the following Officers to do the acts, specified therein in respect of the said land.

- 1 The Collector, North Goa District, Panaji-Goa.
- 2 The Dy. Collector (IA), Collectorate of North Goa District, Panaji.
- 3 The Secretary, Department of Sainik Welfare Collectorate Bldg., Panaji-Goa.
- 4 The Director of Settlement and Land Records, Panaji-Goa.

6. A rough plan of the said land is available for inspection in the Office of the Dy. Collector (IA), Collectorate of North Goa District, Panaji for a period of 30 days from the date of publication of this Notification in the Official Gazette.

SCHEDULE

(Description of the said land)

Taluka: Tiswadi**Village:** Bambolim

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approximate area in sq. mts.
1	2	3
92 1 Part	Comunidade of Bambolim. Government of India, M. O.T. (Road Wing), Executive Engineer, Goa, Central Div. C.P.W.D. The Station Superintendent Inter State Police Wireless Transmitting Station, Panaji. Executive Engineer, Goa, Central Division C.P.W.D. T: Rama Vithal Gauns.	1500

Boundaries :

North : S. No. 92.

South : Village boundary of Siridao.

East : S. No. 92.

West : Road.

Total: 1,500

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 29th June, 2009.

Notification

No. 22/42/2004-RD

Whereas by Government Notification No. 22/42/2004-RD dated 29-03-2007 published on pages 1466 to 1472 of Series II No. 52 of the Official Gazette (Extraordinary No. 2) dated 30-03-2007 and in two newspapers (1) "Dainik Pudhari" dated 01-04-2007 (2) "Herald" dated 01-04-2007, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for construction of approaches to bridge at Amona-Virdi across river Kudnem at Village Amona and Virdi in Bicholim Taluka. Further, an Addendum and Corrigendum No. 22/42/2004-RD dated 02-04-2008 was published on pages 32 to 34 of Series II No. 2 of Official Gazette dated 10-04-2008 and in two local newspapers viz. "Herald" dated 04-04-2008 and "Gomantak" and "Pudhari" both dated 04-04-2008.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Special Land Acquisition Officer, Goa State Infrastructure Development Corporation Limited, EDC House, Paraji, to perform the functions of a Collector, North Goa District, Paraji, for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said, the Special Land Acquisition Officer, Goa State Infrastructure Development Corporation Limited, EDC House, Paraji, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Bicholim		Village: Virdi	
Survey No./ Sub-Div. No.	Names of the persons believed to be interested and nature of their interest	Area in sq. mts.	
1	2	3	
83 1 Part O:	1) Sadanand Shamba Saval. 2) Ajay Vassant Sawaikar.	4135	
83 2 Part O:	1) Eugenio Francisco Couto. 2) Sadanand Shamba Saval. 3) Nagesh Shamba Saval. 4) Gajanan Shamaba Saval.	110	
	O R: 1) Suryakant Pandurang Saval. (caretaker of Kaju)		
81 1 Part O:	1) Gunba Fonda @ Madhukar Fondu Dalvi. 2) Anandibai Fondu Dalvi. 3) Laxmikant Fondu Dalvi. 4) Narendra Fondu Dalvi.	1317	
	C.A.: Shiva V. Saval.		
81 2 Part O:	1) Eugenio Francisco Couto. 2) Sandanand Shamba Saval. 3) Nagesh Shamba Saval. 4) Gajanan Shamaba Saval.	200	
	T: 1) Shiva Vishnu Saval.		
81 3 Part O:	1) Eugenio Francisco Couto. 2) Sandanand Shamba Saval. 3) Nagesh Shamba Saval. 4) Gajanan Shamaba Saval.	742	
	T: 1) Sadanand Shamba Saval.		
	C.A.: 1) Sadanand S. Saval.		
80 1 Part O:	1) Eugenio Francisco Couto. 2) Sandanand Shamba Saval. 3) Nagesh Shamba Saval. 4) Gajanan Shamaba Saval.	175	
80 3 Part O:	1) Eugenio Francisco Couto. 2) Sandanand Shamba Saval. 3) Nagesh Shamba Saval. 4) Gajanan Shamaba Saval.	242	
63 3 Part O:	1) Sushilabai Sagune Virdikar.	50	
63 2 Part O:	1) Vasudev Babuso Jalmi.	390	
63 4 Part O:	1) Kashinath Laxman Jalmi.	330	
64 1 Part O:	1) Malbarao Madhav Suryarao Sar Dessai. 2) Naguesh Masso Naik. 3) Vaman Mosso Naik.	9538	
	T: 1) Balkrishna Kesheo Kamat.		

1	2	3	1	2	3
	O R: 1) Krishna Kesheo Kamat. 2) Shantaram Kesheo Kamat. 3) Nagesh Mosso Naik. 4) Tukaram Pandari Dhuri. 5) Pandurang Shivlo Jalmi. 6) Chandru Raghoba Kamat. 7) Kaju trees are with caretaker (368).		91 8 Part O: 1) Laxman Balcusto Gaons. 1560 2) Krishna Balcusto Gaons.		
67 3 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	219	91 9 Part O: 1) Ravalu Sadashiv Gaons 165 Gawakar. 2) Babli Bomdo Gaons Gawakar. 3) Betu Ragulo Gaons.		
	O R: Coconut are with Caretaker 1) Balkrishna Kesheo Kamat. 2) Shantaram Kesheo Kamat.		91 10 Part O: 1) Mahadeo Purushottam 640 Sinari. 2) Satu Vithoba Sinari. 3) Purshottam Babaji Sinari. 4) Tato Ragunath Sinari. 5) Vithoba Raghunath Sinari. 6) Rama Ragunath Sinari. 7) Jairam Ragunath Sinari. 8) Keshav Ragunath Sinari.		
67 4 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	106	90 10 Part O: 1) Narayan Fodgo Gaons. 747 2) Balgo Rama Gaons. 3) Sagun Arjun Gaons. 4) Vishnu N. Gaons. 5) Shantibai N. Gaons.		
67 15 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	160	90 23 Part O: 1) Babli Bomdo Gaons. 9 90 24 Part O: 1) Ganesh Gopi Gaons 185 90 25 Part O: 1) Babli Bomdo Gaons. 575 2) Betu Ragalo Gaons.		
	T: Balkrishna Keshav Kamat.		90 31 Part O: 1) Atmaram Vishnu Gaos 338 Gawakar. 2) Vasant Laxman Gaons. 3) Anant Laxman Gaons. 4) Hari Vishnu Gaons Gaonkar. 5) Ravalu Sadashiv Gaons.		
67 16 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	325	90 32 O: 1) Shiva Krishna Gaons. 425 90 33 Part O: 1) Yeshwant Ramchandra 134 Gaons. 2) Gopi Laxman Gaons. 3) Harichandra Vithal Gaons. 4) Anta Pandu Gaons.		
	T: 1) Shantaram Kesheo Kamat.		90 35 Part O: 1) Sagun Arjun Gaons. 133 2) Vishnu Soyaru Gaons. 3) Balgo Ram Gaons.		
	C.A.: 1) Shantaram K. Kamat.		90 36 Part O: 1) Ganesh Gopi Gaons 461 90 39 Part O: 1) Gopi Laxman Gaons. 93 2) Harichandra Vithal Gaons. 3) Anta Pandu Gaons. 4) Navaso Ramchandra Gaons.		
67 17 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	325	90 40 Part O: 1) Shiva Krishna Gaons. 440 90 42 Part O: 1) Anta Pandu Gaons. 225 2) Gopi Laxman Gaons.		
	T: 1) Balkrishna Kamat.				
	C.A.: 1) Balkrishna Keshav Kamat.				
67 18 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	75			
	T: 1) Shantaram Kesheo Kamat.				
	C.A.: 1) Shantaram K. Kamat.				
67 19 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	89			
	T: 1) Shantaram Kesheo Kamat.				
	C.A.: 1) Shantaram K. Kamat.				
67 1 Part O:	1) Malbarao Madhav Suryarao Sar Dessai.	164			
Boundaries:					
North: Road.					
South: River.					
East : S. Nos. 83/1, 2, 81/3, 80/1, 3, 64, 67/3, 4, 19, 1.					
West : S. Nos. 83/1, 81/1, Nala, 63/2, 4, 64, 67/1, 4, 15, 3.					
Total: 18,692					
Taluka: Bicholim	Village: Amona				
91 1 Part O:	1) Narayan F. Gaons.	2429			
91 7 Part O:	1) Shiva Krisham Gaons.	31			

1	2	3	1	2	3
	3) Navaso Ramchandra Gaons.		89 18 Part O:	Vasant Laxman Gaons.	213
	4) Harichandra Vithal Gaons.		O:	Atmaram Vishnu Gaons	
90 43 Part O:	1) Gopi Laxman Gaons.	274		Gaonkar. 1/24	
	2) Harichandra Vithal Gaons.		O:	Ravalu Sadashiv Gaons	
90 44 Part O:	1) Babi Krishna Gaons.	6		Gaonkar. 1/6	
	2) Govind Laxman Gaons.		O:	Hari Vishnu Gaons	
	3) Yeshwant Soma Gaons.			Gaonkar. 1/24	
	4) Surya Ramchandra Gaons.		O:	Betu Ragalo Gaons	
	5) Vithu Sakharam Gaons.			Gaonkar. 1/32	
	6) Laxman Sakharam Gaons.		O:	Babli Bomdo Gaons	
	7) Mahadeo Antulo Gaons.			Gaonkar. 1/16	
89 12 Part O:	1) Navaso Ramchandra Gaons.	196	O:	Laxman Balcusta Gaons	
	2) Gopi Laxman Gaons.			Gaonkar. 1/16	
	3) Gopi Ganesh Gavans.		O:	Krishna Balkusta Gaons	
89 13 Part O:	1) Ganesh Gopi Gaons.	130		Gaonkar. 1/16	
89 23 Part O:	1) Narayan Fodgo Gaons.	218	O:	Hari Yesso Gaons	
89 24 Part O:	1) Sagun Arjun Gaons.	250		Gaonkar. 1/4	
89 29 Part O:	1) Narayan Fodgo Gaons.	172	O:	Sukdo Ganesh Gaons.	
	2) Sagun Arjun Gaons.		O:	Laxmi Sukado Gaons	
	3) Balgo Ram Gaons.			Gaonkar. 1/4	
	4) Anant Sawalo Gaons.		O:	Pundalik Ragalo Gawns	
89 20 Part O:	1) Balgo Rama Gaons.	570		Gaukar. 1/32	
89 22 Part O:	Sagun Arjun Gaons.	110	89 31 Part O:	Chandru Vaman Gaons.	36
89 21 Part O:	Narayan Fodgo Gaons.	10	O:	Mahadeo Shanker	
89 28 Part O:	Narayan Fodgo Gaons.	375		Gaons	
O:	Vishnu Soiru Gaons.		89 33 Part O:	Yesso Dhakto Gaons.	710
89 30 Part O:	Sagun Arjun Gaons.	341	O:	Babaji Vasu Gaons.	
89 19 Part O:	Vasant Laxman Gaons.	1675		Cancelled due to appeal	
O:	Atmaram Vishnu Gaons			pending before Dy. Collec-	
	Gaonkar. 1/24			tor and SDO., Mapusa.	
O:	Hari Vishnu Gaons		87 2 Part O:	1) Babaji Vassu Gauns.	2695
	Gaonkar. 1/24		88 1 Part O:	1) Govind Laxman Gauns.	2553
O:	Ravalu Sadashiv Gaons			2) Laxman Sacaram Gauns.	
	Gaonkar. 1/6			3) Vithu Sacaram Gauns.	
O:	Betu Ragalo Gaons			4) Mahadeo Antulo Gauns.	
	Gaonkar. 1/32			5) Babi Krishna Gauns.	
O:	Babli Bomdo Gaons			6) Surya Ramchandra Gauns.	
	Gaonkar. 1/16			7) Yeshwant Soma Gauns.	
O:	Laxman Balcusta Gaons		88 2 Part O:	1) Vaman Laxman Gauns.	435
	Gaonkar. 1/16			2) Atmaram Vishnu Gauns	
O:	Krishna Balkusta Gaons			Gaunker. 1/24	
	Gaonkar. 1/16			3) Krishna Balkusta Gauns	
O:	Sukdo Ganesh Gaons.			Gaunker. 1/16	
O:	Hari Yesso Gaons			4) Hari Vishnu Gauns	
	Gaonkar. 1/4			Gaunker. 1/24	
O:	Laxmi Sukado Gaons			5) Raulo Sadashiv Gauns	
	Gaonkar. 1/4			Gaunker. 1/6	
O:	Pundalik Ragalo Gawns			6) Laxman Balcusta Gauns	
	Gaukar. 1/32			Gaunker. 1/16	

1	2	3	1	2	3
	7) Babli Bomdo Gauns Gaunker. 1/16			2) Guno Venkatesh Sinari.	
	8) Sukdo Ganesh Gauns.			3) Mahadeo Venkaty Sinari.	
	9) Betu Ragalo Gauns Gaunker. 1/32			4) Govind Venkaty Sinari.	
	7) Hari Yesso Gauns Gaunker. 1/4			Cancelled due to appeal pending before Dy. Collec- tor and SDO., Mapusa.	
	8) Govind Laxman Gauns.		76 25 Part O:	1) Rukmini Vishnu Sinari.	1549
	9) Laxman Sacaram Gauns.		74 1 Part O:	1) Surya Ramchandra Gauns.	2284
	10) Vithu Sacaram Gauns.			2) Mahadev Antulo Gauns.	
	11) Mahadev Antulo Gauns.			3) Babi Krishna Gauns.	
	12) Babi Krishna Gauns.			4) Yeshwant Soma Gauns.	
	13) Laxmi Sukdo Gauns Gaunker. 1/4			5) Govind Laximan Gavas.	
	14) Pundalik Ragalo Gauns Gaunker. 1/32		74 2 Part O:	6) Vithu Sakhamam Gavas.	
	15) Yeshwant Soma Gauns.			7) Laxman Sakhamam Gavas.	
	16) Surya Ramchandra Gauns.			Manohar Suryarao	1699
	17) Anant Laxman Gauns. Cancelled due to appeal pending before Dy. Collec- tor SDO., Mapusa.		T:	Sardessai.	
			60 Part O:	Narayan Fodgo Gaons.	
81 13 Part O:	1) Pundalik Fodgo Sinari.	473		1) Sunanda Sahanu Sawant	4501
	2) Vithal Fodgo Sinari.			Bhinqui.	
81 12 Part O:	1) Murgu Pandu Sinari.	521		2) Shripad Yeshwant	
	2) Xamba Pandu Sinari.			Govekar.	
	3) Sitabai Nilu Sinari.			3) Tejaswani Tulsidas Parab.	
81 14 Part O:	1) Narayan Soyru Sinari.	35		4) Shivdas Ramnath Chari.	
	2) Vishnu Soyru Sinari.			5) Shankar Pundalik Bhagat	
80 1 O:	1) Pundalik Fodgo Sinari.	1250		Amonkar.	
	2) Vithal Fodgo Sinari.			6) Damodar Raujio Sawant.	
80 2 Part O:	1) Ramnath Venkatesh Sinari.	385	52 Part O:	7) Dattaguru Rauji Sawant.	
	2) Guno Venkatesh Sinari.			8) Mahadhan Real Estate Ltd.	
	3) Mahadeo Venkatesh Sinari.		56 2 Part O:	9) Vishnu Purushottam Govekar.	
	4) Govind Venkatesh Sinari.			1) Salgaoncar Iron & Steel	7852
80 17 Part O:	1) Narayan Soiru Sinari.	56		Company Pvt. Ltd.	
	2) Vishnu Soiru Sinari.		56 3 Part O:	1) Subha Raghunath Fadte.	2836
75 2 Part O:	1) Narayan Pundalik Sinari.	17		2) Vishnu Govind Fadte.	
	2) Krishna Pundalik Sinari.			3) Ramchandra Vaman Fadte.	
75 3 Part O:	1) Jiwaba Gopal Sinari.	570		4) Atmaram Arjun Fadte.	
	2) Harischandra Surya Sinari.		56 3 Part O:	1) Atmaram Arjun Fadte.	815
	3) Vasu Chandru Sinari.			2) Hari Arjun Fadte.	
75 4 O:	1) Pundalik Fodgo Sinari.	1575	4 Part O:	1) Balkrishna Jagannath Phadte.	2252
75 5 Part O:	1) Ramnath Venkatesh Sinari.	469		2) Pandurang Vithu Fadte.	
				3) Shrikant Vishnu Fadte.	
			6 Part O:	1) Vishnu Shiva Bhagat.	3410
				2) Govind Madhu Bhagat.	
				3) Subray Anta Bhagat.	
				4) Vencatesh Ragoba Bhagat.	
				5) Ladko Bando Bhagat.	
				6) Namdeo Pisso Bhagat.	

1	2	3
	7) Shamba Bablo Bhagat.	
	8) Ramchandra Babani Bhagat.	
	9) Rama Laxman Bhagat.	
	10) Narayan Vithal Bhagat.	
	11) Ragunath Sadashiv Bhagat.	
	12) Harichandra Vithal Bhagat.	
Boundaries :		
North : S. No. 75/3, 5.		
South : Road.		
East : 74/1, 2, 60, 52.		
56/2, 3, 4, 6.		
West : 76/25, 60, 52, 56/2, 3, 4, 6.		
		Total: 52,108
		Grand Total: 70,800

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I/II).

Porvorim, 1st July, 2009.

Notification

No. 22/34/2008-RD

Whereas by Government Notification No. 22/34/2008-RD dated 17-09-2008 published on pages to of Series II No. 26 of the Official Gazette, dated 25-09-2008 and in two newspapers (1) "Navhind Times" dated 19-09-2008 (2) "Goa Doot" dated 19-09-2008, it was notified under Section 4 of the Land Acquisition Act, 1894 (Central Act 1 of 1894) (hereinafter referred to as "the said Act") that the land, specified in the Schedule appended to the said Notification was likely to be needed for the public purpose viz. Land Acquisition for development of Government Village School Playground at Sao Jose de Areal, Salcete, Goa.

And whereas, the Government of Goa (hereinafter referred to as "the Government") after considering the report made under sub-section (2) of Section 5-A of the said Act is satisfied that the land specified in the Schedule hereto is needed for the public purpose specified above (hereinafter referred to as "the said land").

Now, therefore, the Government hereby declares, under Section 6 of the said Act that the

said land is required for the public purpose specified above.

2. The Government also appoints, under clause (c) of Section 3 of the said Act, the Dy. Collector (IA), Margao-Goa to perform the functions of a Collector, South Goa District, Margao-Goa for all proceedings hereinafter to be taken in respect of the said land, and directs him under Section 7 of the said Act to take order for the acquisition of the said land.

3. A plan of the said land can be inspected at the Office of the said, the Dy. Collector (IA), Margao-Goa, till the award is made under Section 11.

SCHEDULE

(Description of the said land)

Taluka: Salcete

Village: Sao Jose de Areal

Survey No./ Sub-Div. No.	Names of the persons believed to be interested	Approx. area in sq. mts.
1	2	3
73 1 Part 0:	Camilo Pireinho Piedade Rodrigues. National Auto Accessories Ltd. Vinod Bhagwandas Chandwani. Rajendra Bhagwandas Chandwani. M/s. Kapsons Promoters Pvt. Ltd.	12,215

Boundaries :

North : S. No. 73/1.

South : S. No. 73/1.

East : S. No. 73/1.

West : S. No. 73/1 & Road.

Total: 12,215

By order and in the name of the Governor
of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 3rd July, 2009.

Corrigendum

23/14/2007-RD

Read: Government Notification No. 23/14/2007-RD dated 18-06-2009 published on Series II No. 13 dated 25-06-2009 and in two local newspapers viz. "Tarun Bharat" and "Navhind Times" both dated 23-06-2009 regarding Land Acquisition for const. and B/T of Bye-Pass road leading to Paliya Bhom (MDR-18) from Deulwada, Harmal (MDR-17) in Mandrem Constituency.

In the schedule appended to the above referred Notification, the area against Survey No. 145/78 (Part) may be read as 3003 sq. mts. and the total area against the Paliyem Village of Pernem Taluka may be read as 3717 sq. mts. and therefore the grant total of area may be read as 18819 sq. mts.

The rest of the contents remain unchanged.

By order and in the name of the Governor of Goa.

D. M. Redkar, Under Secretary (Revenue-I).

Porvorim, 30th June, 2009.

**Department of Water Resources**

Office of the Chief Engineer

Order

No. 3/25-4/87/WR/220

Read: This office order No. 3/25-4/87/WR/1024 dated 13-2-2009.

The promotion of Shri G. S. Basutkar, Junior Engineer, Sub Div. I (Quality Control), Works Div. XI, Water Resources Department, Margao ordered at Sl. No. 3 of this office order cited above to the post of Assistant Engineer (Civil) on ad hoc basis stands cancelled w.e.f. the date of issue of said order in view of penalty imposed on him in

connection with disciplinary proceedings vide this office order No. 4-6/82/CE-WRD/Adm.I/70 dated 25-1-2008.

With the issue of this order Shri G. S. Basutkar, Junior Engineer is hereby posted in Sub Div. I (Quality Control), Works Div. XI, Water Resources Department, Margao w.e.f. 16-2-2009 b. n. where he was working as Junior Engineer prior to his promotion.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (W.R.) and ex officio Adl. Secretary.

Panaji, 2nd July, 2009.

Order

No. 3/25-4/87/WR/227

On the recommendation of the Goa Public Service Commission, as conveyed vide letter No. COM/II/11/27(2)/98-05/Vol I/184/73 dated 10-03-2009, Government is pleased to order the promotion of Shri Prakash Chandra, Technical Assistant (Civil) of the Water Resources Department, Government of Goa to the post of Assistant Engineer (Civil) in Water Resources Department on regular basis in the pay scale of Rs. 6,500-200-10,500 with effect from 13-4-1999 and post him in Corporation of the City of Panaji on deputation as Officer on Special Duty (Municipal Engineer, Grade-I).

This order is issued in supersession to this office order No. 3/25-4/87/WR/271 dated 9-7-2008.

By order and in the name of the Governor of Goa.

S. T. Nadkarni, Chief Engineer (W.R.) and ex officio Adl. Secretary.

Panaji, 3rd July, 2009.

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